

**AMENDMENT 9  
TO THE  
COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES  
CONTRACT**

THIS AMENDMENT 9 is entered into 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”), and shall become effective on the first day of the first month following execution of this Amendment 9 by both parties (“Effective Date”), with respect to the following facts:

RECITALS

- A. CalOptima and County entered into a Coordination and Provision of Public Health Care Services Contract (“Contract”), effective June 1, 2013, to set forth the manner in which their respective services shall be coordinated and County shall be reimbursed by CalOptima, as required by CalOptima’s contract with the State of California, Department of Health Care Services (DHCS).
- B. CalOptima’s Program of All-Inclusive Care for the Elderly (PACE) executed a new agreement with the DHCS on January 1, 2021 which requires that PACE subcontract with County if PACE members are referred to County for sexually transmitted diseases, HIV counseling and testing, and/or immunizations.
- C. CalOptima and County now desire to add the Program of All-Inclusive Care for the Elderly to this Contract.

NOW, THEREFORE, in recognition of the Recitals above, which are incorporated herein by this reference, and the mutual covenants, benefits, and promises contained herein, the receipt of which the Parties hereby acknowledge, County and CalOptima do hereby agree as follows:

- 1. The following shall be inserted as Recital C of the Contract and the subsequent Recitals of the Contract shall be re-numbered accordingly.
  - “C. CalOptima has entered into a contract with the Centers for Medicare and Medicaid Services (“CMS”), as well as a contract with the State of California, acting by and through the Department of Health Care Services (“DHCS”), to operate a Program of All-Inclusive Care for the Elderly (“PACE”) as a PACE Organization for the purposes set forth in sections 1894 and 1934 of the Social Security Act, and to offer eligible individuals services through PACE.”
- 2. Section 1.15 shall be deleted in its entirety and replaced as follows:
  - “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; and (ii) are CCS Services (as defined in Title 22, CCR Section 41800), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program. Covered Services shall also mean those services for PACE Members that are benefits under CalOptima's PACE Program. The services that are benefits are described in the Evidence of Coverage for each CalOptima program and must be Medically Necessary in order to be covered."

3. Section 1.57 shall be added to the Contract as follows:
  - "1.57. "Program of All-Inclusive Care for the Elderly" or "PACE" means a program that features a comprehensive medical and social services delivery system using an Interdisciplinary Team (IDT) approach in an adult day health center that is supplemented by in-home and referral services, in accordance with the Member's needs. The IDT is the group of individuals to which a PACE participant is assigned who are knowledgeable clinical and non-clinical PACE center staff responsible for the holistic needs of the PACE participant and who work in an interactive and collaborative manner to manage the delivery, quality, and continuity of participants' care. All PACE program requirements and services will be managed directly through CalOptima. PACE Services shall include the following:
    - a) All Medicare-covered items and services;
    - b) All Medi-Cal covered items and services; and
    - c) Other services determined necessary by the IDT to improve and maintain the participant's overall health status."
4. Attachment B – Amendment 7 "Compensation" shall be deleted in its entirety and replaced with the attached Attachment B – Amendment 9 "Compensation".
5. Addendum 1 – "PACE PROGRAM REQUIREMENTS" shall be added to the Contract and incorporated by means of this Amendment.

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

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

FOR COUNTY

FOR CALOPTIMA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clayton Chau, M.D., PhD  
Print Name

\_\_\_\_\_  
Ladan Khamseh  
Print Name

\_\_\_\_\_  
Agency Director  
Title

\_\_\_\_\_  
Chief Operating Officer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

By: DocuSigned by:  
*Brittany McLean* \_\_\_\_\_  
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Date: 7/20/2021

## ATTACHMENT B – AMENDMENT 9

### COMPENSATION

#### I. COMPENSATION

##### A. Medi-Cal Program

1. With the exception of the services and reimbursement rates specified in Section I.B of this Attachment B – Amendment 9, 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 according to the monthly rates listed below:

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

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

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

**C. 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.

**II. SERVICES ELIGIBLE FOR REIMBURSEMENT**

CATEGORY	County	CalOptima/Health Networks
<b>Non-DOT TB Treatment</b>	<b>Medi-Cal:</b> PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network members.	<b>Medi-Cal:</b> 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.
<b>HIV and STD Services (17<sup>th</sup> Street Testing, Treatment and Care)</b>	<p><b>Medi-Cal:</b> 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.</p> <p><b>PACE:</b> County will bill CalOptima for HIV testing and counseling services, and STD Services provided to PACE Members.</p>	<p><b>Medi-Cal and PACE:</b> CalOptima will pay claims submitted for Medi-Cal and PACE Covered Services provided at 17<sup>th</sup> Street Testing, Treatment and Care to CalOptima Direct Medi-Cal Members and to PACE Members, respectively.</p> <p><b>Medi-Cal:</b> CalOptima’s Health Networks are responsible for Claims for Covered Services provided at 17<sup>th</sup> Street Testing, Treatment and Care to their Members.</p>

CATEGORY	County	CalOptima/Health Networks
<b>Adult Immunizations</b>	<p><b>Medi-Cal:</b> 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.</p> <p>For Members 18 to 21 years of age, County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.</p> <p><b>PACE:</b> County will bill CalOptima for Medicare covered adult immunizations provided to CalOptima PACE Members.</p>	<p><b>Medi-Cal:</b> 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.</p> <p><b>PACE:</b> CalOptima will reimburse County for Medicare covered adult immunizations provided to CalOptima PACE Members.</p>
<b>Pediatric Preventive Services</b>	<p><b>Medi-Cal:</b> 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.</p> <p>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.</p> <p>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.</p>	<p><b>Medi-Cal:</b> 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.</p> <p>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.</p> <p>CalOptima will pay County for covered non-PPS medical services provided to CalOptima Direct Members.</p>
<b>Services provided at Orangewood</b>	<p><b>Medi-Cal:</b> 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</p>	<p><b>Medi-Cal:</b> 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>

CATEGORY	County	CalOptima/Health Networks
	Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.	<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>
<b>Public Health Lab Services</b>	<b>Medi-Cal:</b> 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.	<b>Medi-Cal:</b> CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered lab services provided to CalOptima members.
<b>WPC/HHP Crossover Services</b>	<p><b>Medi-Cal:</b> County will bill CalOptima for the select HHP services listed below, for CalOptima Direct Members via invoice.</p> <ol style="list-style-type: none"> <li>1. Targeted Engagement Services</li> <li>2. Housing Services</li> </ol> <p>County shall not bill CalOptima for HHP services provided to a Medi-Cal member assigned to Health Network. If a Health Network refers one of their assigned Medi-Cal members to County for HHP services, County will bill the appropriate Health Network for the HHP services. County's arranged reimbursement rates with Health Network shall apply.</p>	<p><b>Medi-Cal:</b> CalOptima will pay County for invoices submitted for the select HHP services listed below provided to CalOptima Direct Members.</p> <ol style="list-style-type: none"> <li>1. Targeted Engagement Services</li> <li>2. Housing Services</li> </ol>

## ADDENDUM 1 PACE PROGRAM REQUIREMENTS

The following terms and conditions apply to items and services furnished to Members under the CalOptima PACE Program. These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

### 1. State Approval and Termination.

- 1.1. This Addendum to the Contract shall not become effective until approved in writing by the California Department of Health Care Services (DHCS) and Centers for Medicare and Medicaid Services, (CMS), or by operation of law where DHCS and CMS have acknowledged receipt, verbally or in writing, and have failed to approve or disapprove the proposed contract within sixty (60) days of receipt.
- 1.2. Amendments to this Contract and amendments to any subcontract agreements between County and subcontractor shall be submitted to DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services, or term. Proposed changes which are neither approved nor disapproved by DHCS shall become effective by operation of law within thirty (30) days after DHCS has acknowledged receipt, or upon the date specified in the amendment, whichever is later.
- 1.3. CalOptima may terminate this Contract as it applies to providing services to CalOptima PACE participants if CalOptima's PACE Agreement or State Medi-Cal contract is terminated for any reason. CalOptima shall notify County of any such termination immediately upon its provision of notice of termination of the PACE Agreement or State Medi-Cal contract, or upon receipt of a notice of termination of the PACE Agreement from DHCS/CMS, or the State Medi-Cal Contract from DHCS.

### 2. County's Responsibilities applicable to providing services to CalOptima PACE enrollees. County shall be accountable to CalOptima in accordance with the terms of this Contract. For CalOptima PACE enrollees, County agrees to do the following:

- 2.1. County shall make available a location that is accessible to PACE participants within the PACE service area of Orange County, California.
- 2.2. Duties Related to County's Position. County shall perform all the duties related to its position, as specified in this Contract.
- 2.3. Services Authorized. County shall furnish only those services authorized by the CalOptima PACE Interdisciplinary Team (IDT); PCP referral is deemed as an IDT authorization.

- 2.4. Interdisciplinary Team Meeting Participation. If necessary for the benefit of a CalOptima PACE participant's care delivery or planning, County shall participate in CalOptima PACE Interdisciplinary Team meetings as required. Such participation may be by telephone, unless in-person attendance at such meetings is reasonably warranted under the circumstances.
- 2.5. Hold Harmless. In accordance with the Medi-Cal Contract and the PACE Agreement, County will not bill the State of California, CMS or CalOptima PACE participants in the event CalOptima cannot or will not pay for services performed by County pursuant to this Contract.
- 2.6. Reporting. County shall provide such information and written reports to CalOptima, DHCS, and DHHS, as may be necessary for compliance by CalOptima with its statutory obligations, and to allow CalOptima to fulfill its contractual obligations to DHCS and CMS.
- 2.7. Coverage of Non-Network Providers. County agrees that should arrangements be made by County with another physician/provider who is not under contract with CalOptima to provide Covered Services required under this Contract, such arrangements shall require physician/provider to (a) accept County's fees from CalOptima as full payment for services delivered to CalOptima PACE participants, (b) bill services provided through County's office, unless County has made other billing arrangements with CalOptima, (c) not bill CalOptima PACE participants directly, under any circumstances, and (d) cooperate with and participate in CalOptima's quality assurance and improvement program.
- 2.8. Participant Bill of Rights. County shall cooperate and comply with the CalOptima PACE Participant Bill of Rights. A copy of the CalOptima PACE Participant Bill of Rights is attached. CalOptima may, at its sole discretion, make reasonable changes to this document from time to time, and a copy of the revised document will be sent to County.
- 2.9. Provision of Direct Care Services to PACE Participants. County hereby represents and warrants that County and all employees of County providing direct care to CalOptima PACE participants shall, at all times covered by this Contract, meet the requirements set forth in this Section. County agrees to cooperate with CalOptima PACE's competency evaluation program and direct participant care requirements, and to notify CalOptima immediately if County or any employee of County providing services to CalOptima PACE participants no longer meets any of these requirements. All providers of direct care services to CalOptima PACE Members shall meet the following requirements:
- 2.9.1 Comply with any State or Federal requirements for direct patient care staff in their respective settings;

- 2.9.2 Meet Medicare, Medi-Cal and CalOptima requirements applicable to the services County furnishes;
  - 2.9.3 Have verified current certifications or licenses for their respective positions;
  - 2.9.4 Have not been excluded from participation in Medicare, Medicaid or Medi-Cal;
  - 2.9.5 Have not been convicted of criminal offenses related to their involvements with Medicare, Medicaid, Medi-Cal, or other health insurance or health care programs, or any social service programs under Title XX of the Act;
  - 2.9.6 Not pose a potential risk to CalOptima PACE participants because of a conviction for physical, sexual, drug or alcohol abuse;
  - 2.9.7 Be free of communicable diseases, and up to date with immunizations, before performing direct patient care; and
  - 2.9.8 Participate in an orientation to the PACE program presented by CalOptima PACE, and agree to abide by the philosophy, practices and protocols of CalOptima PACE.
- 2.10. The CalOptima PACE program director or his or her designee shall be designated as the liaison to coordinate activities between County and PACE.
3. Records Retention. County shall maintain and retain all records, including encounter data, of all items and services provided Members for ten (10) years from the final date of the contract between CalOptima and DHCS, or 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's 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.

Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of CalOptima, provided that the microfilming procedures are approved by CalOptima as reliable, and are supported by an effective retrieval system. If CalOptima is concerned about the availability of such records in connection with the continuity of care to a Member, County shall, upon reasonable request, transfer copies of such records to CalOptima's possession.

County agrees to include the substance of this provision in all subcontracts under this Contract.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

4. Access to Books and Records. County agrees 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, including the 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'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 the term of the retention period set forth in this Addendum 1. County shall provide access to all security areas and agrees to include in all subcontracts under this Contract a requirement that Subcontractors provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties.

County shall cooperate in the audit process by signing any consent forms or documents required to effectuate the release of any records or documentation County may possess in order to verify County's records when requested by regulatory or oversight organizations, including, but not limited to; DHCS, DMHC, Department of Justice, Attorney General, Federal Bureau of Investigation and Bureau of Medi-Cal Fraud and/or CalOptima.

County agrees to include the substance of this provision in all subcontracts under this Contract.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

5. Medical Records. All medical records shall meet the requirements of Section 1300.80(b)(4) of Title 28 of the California Code of Regulations, and Section 1396a(w) of Title 42 of the United States Code. Such records shall be available to health care providers at each encounter, in accordance with Section 1300.67.1(c) of Title 28 of the California Code of Regulations. County shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Participating Provider or Subcontractor site.
6. Downstream Contracts. In the event that County is allowed to subcontract for services under this Contract, and does so subcontract, then County shall, upon request, provide copies of such subcontracts to CalOptima or DHCS.
7. Assignment and Delegation. This Contract is not assignable, nor are the duties hereunder delegable, by the County, either in whole or in part, without the prior written consent of CalOptima and DHCS, provided that consent may be withheld in their sole and absolute discretion. Any assignment or delegation shall be void unless prior written approval is

obtained from both DHCS and CalOptima. For purposes of this Section and this Contract, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in County (whether in a single transaction or in a series of transactions); (ii) the change of more than twenty-five percent (25%) of the directors or trustees of County; (iii) the merger, reorganization, or consolidation of County with another entity with respect to which County is not the surviving entity; and/or (iv) a change in the management of County from management by persons appointed, elected or otherwise selected by the governing body of County (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.

8. Third Party Tort Liability/Estate Recovery. County shall make no claim for the recovery of the value of Covered Services rendered to a Member when such recovery would result from an action involving tort liability of a third party, recovery from the estate of a deceased Member, Workers' Compensation, or casualty liability insurance awards and uninsured motorist coverage. County shall inform CalOptima of potential third party liability claims, and provide information relative to potential third party liability claims, in accordance with CalOptima Policy.
9. Records Related to Recovery for Litigation. 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 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 related to this Contract or subcontracts entered into under this Contract. County agrees to include the substance of this provision in all subcontracts under this Contract.
10. DHCS Policies. Covered Services provided under this Contract shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program and the DHCS Long-Term Care Division (LTCD).
11. Changes in Availability or Location of Services. Any substantial change in the availability or location of services to be provided under this Contract requires the prior written approval of DHCS. County's or a Subcontractor's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least 75 days prior to the proposed effective date. DHCS' denial of the proposal shall prohibit implementation of the proposed changes.

12. Confidentiality of Medi-Cal Members. County and its employees, agents, or Subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to County, its employees, agents, or Subcontractors as a result of services performed under this Contract, except for statistical information not identifying any such person. County and its employees, agents, or Subcontractors shall not use such identifying information for any purpose other than carrying out County's obligations under this Contract. County and its employees, agents, or Subcontractors shall promptly transmit to CalOptima all requests for disclosure of such identifying information not emanating from the Member. County shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- 12.1. Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the Contract and pertaining to Members shall be protected by County from unauthorized disclosure. County may release Medical Records in accordance with applicable law pertaining to the release of this type of information. County is not required to report requests for Medical Records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Contract that is obtained by County or its Subcontractors, County:
- 12.1.1. will not use any such information for any purpose other than carrying out the express terms of this Contract,
- 12.1.2. will promptly transmit to CalOptima all requests for disclosure of such information, except requests for Medical Records in accordance with applicable law,
- 12.1.3. will not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted there under, and
- 12.1.4. will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the County by CalOptima for this purpose.

13. DHCS Directions. If required by DHCS, County and its Subcontractors shall cease specified activities, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.