

## COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES CONTRACT

This Coordination and Provision of Public Health Care Services Contract (Contract) is entered into by and between Orange County Health Authority, a public agency, dba Orange Prevention and Treatment Integrated Medical Assistance, dba CalOptima (CalOptima), and the County of Orange, through its division the Orange County Health Care Agency, (“County”), a political subdivision of the State of California, with respect to the following:

### RECITALS

- A. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008, as a result of the efforts of the Orange County health care community.
- B. CalOptima has entered into a contract with the State of California, Department of Health Care Services (DHCS) (DHCS Contract), pursuant to which CalOptima is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (referred to herein as the “Medi-Cal Program”).
- 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.
- ~~C.D.~~ County provides various public health programs, as provided under State law, including pulmonary disease services, human immunodeficiency virus (HIV)-related services, sexually transmitted disease services, and medical assistance pursuant to the Child Health and Disability Prevention/Early and Periodic Screening, Detection and Treatment program.
- ~~D.E.~~ County’s public health programs are provided to CalOptima Members, and County and CalOptima wish to coordinate the provision of such services, to ensure the maximum efficiency and effectiveness for Members, County and CalOptima.
- ~~E.F.~~ County also provides certain public health services to CalOptima Members that are Covered Services under CalOptima’s DHCS contract, and which may qualify for direct reimbursement by CalOptima.
- ~~F.G.~~ County and CalOptima wish 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 DHCS.
- G.H. NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1 DEFINITIONS

The following definitions, and any additional definitions set forth in Attachments and Schedules attached hereto, apply to the terms set forth in this Contract:

- 1.1. “Accreditation Organization” means any organization including without limitation, the National Committee for Quality Assurance (NCQA), Joint Commission and/or other entities engaged in accrediting, certifying and/or approving CalOptima, County and/or their respective programs, centers or services.
- 1.2. “Advance Directive” means a written instruction (such as that required under the Federal Patient Self-Determination Act, 42 U.S.C. Sections 1395cc(f) and 1396a(w), and implementing regulations, the California Health Care Decisions Law, Probate Code Sections 4600 *et seq.*, or durable power of attorney for health care), relating to the provision of medical care when an individual is incapacitated.
- 1.3. “Approved Drug List” means CalOptima’s continually updated list of medications and supplies that may be obtained without prior authorization.
- 1.4. “California Children Services Program” (CCS) means a public health program, which assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible children under the age of twenty-one (21) years who have CCS eligible conditions, as defined in Title 22, California Code of Regulations (CCR), and Section 41515.1 *et seq.*
- 1.5. “CalOptima Direct” (COD) means a program CalOptima administers for CalOptima Members not enrolled in a Health Network. COD consists of two components:
  - 1.5.1 “CalOptima Care Network” or “CCN”, provides care for Members who are assigned to CCN in accordance with CalOptima policy. CCN Members are assigned to Primary Care Physicians (PCP) as their medical home, and their care is coordinated through this PCP.
  - 1.5.2 “CalOptima Direct-Administrative” or “COD-Administrative”, provides care to Members who reside outside of CalOptima’s service area, are transitioning into a Health Network, have a Medi-Cal Share of Cost, or are eligible for both Medicare and Medi-Cal. These Members are free to select any registered Practitioner for Physician services.
- 1.6. “CalOptima Policies” means CalOptima policies and procedures relevant to this Contract, as amended from time to time at the sole discretion of CalOptima.
- 1.7. “CalOptima Program” means the Medi-Cal Programs administered by CalOptima under contract with DHCS.
- 1.8. “Care Management Services” means (i) providing LHA Services including health assessments, identification of risks, initiation of intervention and health education

deemed Medically Necessary, consultation, referral for consultation and additional health care services; (ii) coordinating Medically Necessary Covered Services with other Medi-Cal benefits not covered under this Contract; (iii) maintaining a Medical Record with documentation of referral services, and follow-up as medically indicated; (iv) ordering of therapy, admission to hospitals and coordinated hospital discharge planning that includes necessary post-discharge care; (v) participating in disease management programs as applicable (vi) coordinating a Member's care with all outside agencies pertinent to their needs as addressed in the MOUs and CalOptima Policies (vii) coordinating care for Members transitioning from CalOptima Direct to a Health Network.

- 1.9. "Child Health and Disability Prevention" (CHDP) means a California program defined in the Health and Safety Code Section 12402.5, et seq., that covers pediatric preventive services for eligible children receiving Medi-Cal benefits. The CHDP components are incorporated into CalOptima's Pediatric Preventive Services Program, which is often referred to as CHDP. These services are provided according to the recommended schedule and standards published by the American Academy of Pediatrics (AAP).
- 1.10. "Claim" means a request for payment submitted by County in accordance with this Contract and CalOptima Policies.
- 1.11. "Clean Claim" means a Claim that has no defects or improprieties, contains all required supporting documentation, passes all system edits, and does not require any additional reviews by medical staff to determine appropriateness of services provided as further defined in the applicable CalOptima Program(s).
- 1.12. "Compliance Program" means the program (including, without limitation, the compliance plan, code of conduct and CalOptima Policies) developed and adopted by CalOptima to promote, monitor and ensure that CalOptima's operations and practices and the practices of the members of its Board of Directors, employees, contractors and Physicians comply with applicable law and ethical standards.
- 1.13. "Concentration Languages" means those languages spoken by at least 1,000 Members whose primary language is other than English in a ZIP code, or by at least 1,500 such Members in two contiguous ZIP codes.
- 1.14. "Coordination of Benefits" or (COB) means the specific requirements (e.g., Medicare Secondary Payer (MSP)) to coordinate other health care coverage (OHC) that is primary to the Member's CalOptima Program benefits.
- 1.15. "Covered Services" means those ~~Medically Necessary items and services available to Members under the applicable CalOptima Program(s)~~ 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.

- 1.16 “County Associates” means the County and its employees, Participating Providers and/or Subcontractors furnishing medical and/or administrative services under this Contract.
- 1.17. “Effective Date” means the effective date of commencement of the Contract as provided in Article 11.
- 1.18. “Emergency Medical Condition” means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:
1. placing the health of the individual (or, in the case of a pregnant woman, the health of the woman and her unborn child) in serious jeopardy; or
  2. serious impairment to bodily functions; or
  3. serious dysfunction of any bodily organ or part.
- 1.19. “Emergency Services” means those health care services (including inpatient and outpatient) that are Covered Services and for which County and County Associates are duly licensed and qualified to furnish that are needed to evaluate or stabilize an Emergency Medical Condition.
- 1.20. “Family Planning” means Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to: (i) medical services performed by and under the direct supervision of a licensed physician for the purposes of Family Planning; (ii) laboratory and radiology procedures, drugs and devices prescribed by a licensed physician and/or associated with Family Planning procedures; (iii) patient visits for the purpose of Family Planning; (iv) Family Planning counseling services provided during a regular patient visit; (v) tubal ligations; (vi) vasectomies; (vii) contraceptive drugs or devices; and, (viii) treatment for complications resulting from previous Family Planning procedures. Family Planning does not include services for the treatment of infertility or reversal of sterilization.
- 1.21. “Government Agencies” means Federal and State agencies that are parties to the Government Contracts, including Department of Health and Human Services (HHS)/Centers for Medicare and Medicaid Services (CMS), DHCS, Department of Managed Health Care (DMHC) and the Managed Risk Medical Insurance Board (MRMIB) and their respective agents and contractors, including quality improvement organizations (QIOs).

- 1.22. “Government Contract(s)” means the written contract(s) between CalOptima and the Federal and/or State government pursuant to which CalOptima administers and pays for covered items and services under a CalOptima Program.
- 1.23. “Government Guidance” means Federal and State operational and other instructions related to the coverage, payment and/or administration of CalOptima Programs.
- 1.24. “Health Network” means a physician group, physician-hospital consortium or health care service plan, such as an HMO, which is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.25. "Hospital Services" means those Medically Necessary inpatient and outpatient services, including medical services and supplies that are Covered Services.
- 1.26. “Licenses” means all licenses and permits that County is required to have in order to participate in the CalOptima Programs and/or furnish the items and/or services described under this Contract.
- 1.27. “Local Health Agency Services” (LHA Services) means those services within County’s programs that are Covered Services and are furnished by County to Members pursuant to this Contract, as identified in Attachment B.
- 1.28. “Long Term Care Facility” means a facility that is licensed to provide skilled nursing facility services, intermediate care facility services or sub-acute care services.
- 1.29. “Medi-Cal” is the name of the Medicaid program for the State of California (*i.e.*, the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.30. “Medical Necessity” or “Medically Necessary” 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).
- 1.31. “Medical Record” means any record kept or required to be kept by any Provider that documents all of the medical services received by the Member, including, without limitation, inpatient, outpatient, emergency care, and Referral requests and authorizations, as required to be kept pursuant to applicable State and Federal laws.
- 1.32. “Medical Therapy Program” or (MTP) means a special program within California Children’s Services that provides physical therapy (PT), occupational therapy (OT) and medical therapy conference (MTC) services for children who has disabling conditions, generally due to neurological or musculoskeletal disorders.

- 1.33. “Medicare” means the Federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.34. “Medicare Secondary Payer” or (MSP) means the Medicare COB requirements as incorporated in Medicare Advantage (MA) regulations.
- 1.35. “Member” means any person who has been determined to be eligible to receive benefits from, and is enrolled in, one or more CalOptima Program.
- 1.36. “Memorandum/Memoranda of Understanding” or (MOU) means an agreement(s) between CalOptima and an external agency(ies), which delineates responsibilities for coordinating care to CalOptima Members.
- 1.37. “Minimum Provider Standards” means the minimum participation criteria established by CalOptima for specified Providers that must be satisfied in order for a Provider to submit claims and/or receive reimbursement from the CalOptima program for items and/or services furnished to CalOptima members as identified in CalOptima Policies.
- 1.38. “Non-Covered Services” means those items and services that are not covered benefits under a particular CalOptima Program in accordance with the Evidence of Coverage or Member handbook and applicable State and Federal laws and regulations.
- 1.39. “Non-Participating Provider” means an institutional, professional or other Provider of health care services who has not entered into a written agreement with CalOptima, either directly or through another organization, to provide Covered Services to Members.
- 1.40. “Participating Provider” means an institutional, professional or other Provider of health care services who has entered into a written agreement with CalOptima to provide Covered Services to Members.
- 1.41. “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).
- 1.42. “Pediatric Preventive Services” means well child services which incorporate CHDP and the AAP Guidelines for Health Supervision. 1.42 “Physician” means a person with an unrestricted license to practice medicine or osteopathy in the state in which they practice, or a group practice, independent practice association or other formal business arrangement comprised of persons with such licensure.
- 1.43. “Prior Authorization” means the process by which CalOptima approves, usually in advance of the rendering, requested medical and other services pursuant to the utilization management program for the CalOptima Programs.
- 1.44. “Provider” means a Physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, health maintenance organization or other person or institution that furnishes health care items or services.

- 1.45. "Provider Manual" means that document, as amended from time to time, that is prepared by CalOptima and describes CalOptima's Policies as they affect Providers.
- 1.46. "QMI Program" means CalOptima Quality Management and Improvement Program.
- 1.47. "Referral" means the process by which a County Associate directs a Member to seek and obtain Covered Services from a health professional or for care at a facility.
- 1.48. "Sensitive Services" means those services related to Family Planning, sexually transmitted disease (STD), and HIV testing.
- 1.49. "Stabilize" or "Stabilized" means with respect to an Emergency Medical Condition, to provide such medical treatment of the condition, to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from, or occur during, the transfer of the individual from a facility, or in the case of a pregnant woman, the woman has delivered the child and the placenta.
- 1.50. "Subcontract" means a contract entered into by County with a party that agrees to furnish items and/or services to CalOptima Members, or administrative functions or services related to County fulfilling its obligation to CalOptima under the terms of this Contract if, and to the extent, permitted under this Contract.
- 1.51. "Subcontractor" means a Provider or any organization or person who has entered into Subcontract with County for the purposes of providing or facilitating the provision of items and/or services under this Contract.
- 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.
- 1.53. "UM Program" means CalOptima's Utilization Management Program.
- 1.54. "Whole Child Model" or "WCM" means CalOptima's WCM program whereby CCS will be a Medi-Cal managed care plan benefit with the goal being to improve health care coordination for the whole child, rather than handle CCS Eligible Conditions separately.
- 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.
- 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.

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.

## **ARTICLE 2 COORDINATION OF SERVICES**

2.1. Coordination of Services. CalOptima and County shall coordinate, collaborate and communicate regarding the LHA Services identified in Attachment A, incorporated herein by this reference, in accordance with that Attachment A.

## **ARTICLE 3 FUNCTIONS AND DUTIES OF COUNTY**

3.1. Provision of LHA Services.

- 3.1.1 County shall furnish LHA Services identified in Attachment B to eligible Members in accordance with the terms of this Contract and CalOptima Policies.
- 3.1.2 County agrees that, to the extent feasible, LHA Services provided by it will be made available and accessible to Members promptly and in a manner which ensures continuity of care.
- 3.1.3 Throughout the term of this Contract, and subject to the conditions of the Contract, County shall maintain the quantity and quality of its services and personnel in accordance with the requirements of this Contract, to meet County’s obligation to provide LHA Services hereunder.
- 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.



- 3.1.5 The actual provision of any Physician Service is subject to the professional judgment of the Physician as to the Medical Necessity of the service, except that County shall provide assessment and evaluation Services ordered by a court or legal mandate.
- 3.1.6 Decisions concerning whether to provide or authorize LHA Services shall be based solely on Medical Necessity. Disputes between the County and Members about Medical Necessity can be appealed pursuant to CalOptima Policies.
- 3.2. County Associates. Upon request, County shall provide CalOptima with a list of County Associates, together with any information requested by CalOptima for credentialing and/or the administration of its QMI Program. County shall, as warranted, immediately restrict or suspend County Providers from providing LHA Services to Members when: (i) the County Associate ceases to meet Minimum Provider Standards and/or other licensing/certification requirements or other professional standards described in this Contract; or (ii) CalOptima reasonably determines that there are serious deficiencies in the professional competence, conduct or quality of care of the applicable County Associate that does or could adversely affect the health or safety of Members. County shall immediately notify CalOptima of any of its County Associate(s) who cease to meet Minimum Provider Standards or licensing/certification requirements and County's action.
- 3.3. UM Program. County shall comply with CalOptima's UM Program including:
- 3.3.1 County acknowledges and agrees that CalOptima has implemented and maintains a UM Program that addresses evaluations of Medical Necessity and processes to review and approve the provision of items and services, including LHA Services, to Members. County shall comply with the requirements of the UM Program including, without limitation, those criteria applicable to the LHA Services as described in this Contract.
- 3.3.2 County shall comply with all Prior Authorization, concurrent and retrospective review and authorization requirements as set forth in CalOptima Policies. Prior authorization is not required for initial referrals to Physicians practicing a medical specialty as defined by the American Board of Medical Specialties, Emergency Services, and Family Planning Services or for access to Sensitive Services and basic prenatal care.
- 3.3.3 County Associates may not admit a Member to a hospital on a non-emergency basis without first receiving prior authorization from CalOptima's UM Department.
- 3.3.4 County Associates shall permit CalOptima's UM Department staff and other qualified representatives of CalOptima to conduct on site reviews of the medical records of Members. CalOptima staff shall notify County prior to conducting such on site reviews and shall wear appropriate identification.
- 3.4. Transfer of Care. Upon request by a CalOptima Member, County shall assist the CalOptima Member in the orderly transfer of such CalOptima Member's medical care.

In doing so, County shall make available to the new Provider of care for the Member, copies of the Medical Records, patient files, and other pertinent information, including information maintained by any County Associate, necessary for efficient medical case management of Member. In no circumstance shall a CalOptima Member be billed for this service.

- 3.5. Eligibility. County shall verify a Member's eligibility for the applicable CalOptima Program benefits upon receiving a request for Covered Services. For Members in the Medi-Cal Program with share of cost (SOC) obligations, CalOptima may not provide reimbursement for services provided to such a Member on a date prior to that Member meeting the SOC obligation.
- 3.6. Licensure/Certification of County Associates. Each of County's Associates furnishing services under this Contract shall maintain in good standing at all times during this Contract, the necessary licenses or certifications required by State and Federal law or any Accreditation Organization to provide or arrange for the provision of Covered Services to Members.
- 3.7. Good Standing. County represents it is in good standing with State licensing boards (applicable to its business), DHCS, CMS and the DHHS Officer of Inspector General (OIG). County agrees to furnish CalOptima, notices from these agencies of the issuance of criminal, civil and/or administrative sanctions related to licensure, fraud and or abuse and/or participation status.
- 3.8. Notices and Citations. County shall notify CalOptima in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates County that contains a citation, sanction and/or disapproval of County's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- 3.9. Professional Standards. All LHA Services provided or arranged for under this Contract shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Contract; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of CalOptima's UM and QMI Programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Contract.
- 3.10. Service Area. County shall serve Members in all areas of Orange County, California.
- 3.11. Marketing Requirements. County shall comply with CalOptima's marketing guidelines relevant to the pertinent CalOptima Program(s) and applicable laws and regulations.
- 3.12. Clinical Laboratory Improvement Amendments. County shall only use laboratories with a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver shall provide only the types of tests permitted under the terms

of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

- 3.13. CalOptima QMI Program. County acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings including services furnished by County Associates. County agrees that it is subject to the requirements of CalOptima's QMI Program and that it shall participate in QMI Program activities as required by CalOptima. Such activities may include, but are not limited to, the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima's regulators) that support CalOptima's efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. County shall participate in CalOptima's QMI Program development and implementation for the purpose of collecting and studying data reflecting clinical status and quality of life outcomes for CalOptima Members. County shall cooperate with CalOptima and Government Agencies in any complaint, appeal or other review of LHA Services (*e.g.*, medical necessity) and shall accept as final all decisions regarding disputes over LHA Services by CalOptima or such Government Agencies, as applicable, and as required under the applicable CalOptima Program.
- 3.14. CalOptima Quality Improvement Program. For services provided under this Contract, County shall participate in CalOptima's Quality Improvement Program including, but not limited to, allowing CalOptima staff and/or representatives access to Medical Records and Member complaints and grievances. County further agrees to participate in all quality improvement studies including, but not limited to, Healthcare Effectiveness Data and Information Set (HEDIS) data collection.
- 3.15. CalOptima Oversight. County understands and agrees that CalOptima is responsible for the monitoring and oversight of all duties of County under this Contract, and that CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing County's duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee County's performance of duties described in this Contract; (iii) require County to take corrective action if CalOptima or a Government Agency determines that corrective action is needed with regard to any duty under this Contract; and/or (iv) revoke the delegation of any duty, if County fails to meet CalOptima standards in the performance of that duty. County shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with the laws, accreditation agency standards, and/or CalOptima Policies governing the duties of County or the oversight of those duties.
- 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.

- 3.17 Provision of Interpreters. County shall provide, at no cost to Members, linguistic interpreter services and interpreter services for the deaf or hard of hearing for all Members at all key points of contact, including, without limitation, telephone, advice and urgent care transactions, and outpatient encounters, and all sites utilized by County, Agents, as well as Member services, orientations, appointment setting and similar administrative functions, as necessary, to ensure the availability of effective communication regarding treatment, diagnosis, medical history or health education. County shall have in place telephonic and face-to-face interpreter services and American Sign Language interpreter services personnel and/or contracts. County shall provide twenty-four (24) hour access to interpreter services for all Members, and shall implement policies and procedures to ensure compliance by subcontracted providers with these standards. Such access shall include access for users of Telecommunication Devices for the Deaf (TDD) or Telecommunications Relay Services (711 system). Upon a Member or Participating Provider request for interpreter services in a specific situation where care is needed, County shall make all reasonable efforts to provide a face-to-face interpreter in time to assist adequately with all necessary Covered Services, including Urgent Care Services and Emergency Services. If face-to-face interpretation is not feasible, County must ensure provision of telephonic interpreter services or interpretation through bilingual staff members. County shall routinely document the language needs of

Members, and the request or refusal of interpreter services, in a Member's medical record. This documentation shall be available to CalOptima at CalOptima's request. County shall not require or suggest that a Member use friends or family as interpreters. However, a family member or friend may be used when the use of the family member or friend: (i) is requested by the Member; (ii) will not compromise the effectiveness of service; (iii) will not violate Member's confidentiality; and (iv) the Member is advised that an interpreter is available at no cost to the Member. When providing interpreter services, County shall ensure the linguistic capabilities and proficiency of individuals providing interpreter services.

- 3.18 County's Compliance Program. County shall maintain a compliance program and its board members and County Associates furnishing services, whether medical, administration, or both, under this contract shall comply with the requirements of the County code of conduct and the compliance program. As part of its compliance program, County shall undertake to proactively discover, prevent and remedy fraud, waste and abuse, as those terms are defined under applicable federal and state law, and ensure that persons making good-faith reports related to fraud, waste and abuse are protected from any manner of retaliatory conduct by County, its board members or County Associates.
- 3.19 Equal Opportunity. County Associates will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. County Associates will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. County Associates agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state County Associates' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

County Associates will, in all solicitations or advancements for employees placed by or on behalf of County Associates, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

County Associates will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of County Associates' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

County Associates will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

County Associates will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of County Associates' noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Contract may be cancelled, terminated, or suspended in whole or in part, and County Associates may be declared ineligible for further Federal and State contracts, in accordance with procedures authorized in Federal Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

County and its Subcontractors will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions

will be binding upon each subcontractor or vendor. County and its Subcontractors will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event County and its Subcontractors become involved in, or are threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, County and its Subcontractors may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 3.20 Compliance with Applicable Laws. County shall observe and comply with all Federal and State laws and regulations, and requirements established in Federal and/or State programs in effect when the Contract is signed or which may come into effect during the term of the Contract, which in any manner affects the County's performance under this Contract. County understands and agrees that payments made by CalOptima are, in whole or in part, derived from Federal funds, and therefore County and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving Federal funds. County agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act, and to require any Subcontractor to comply accordingly. County agrees to include the requirements of this section in its Subcontracts. In making payments to Subcontractors and Non-Participating Providers, County shall comply with all applicable Federal and State laws and Government Guidance related to claims payment.
- 3.21 No Discrimination/Harassment (Employees). During the performance of this Contract, County Associates shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, physical disability HIV, and Acquired Immune Deficiency Syndrome (AIDS), mental disability, medical condition, marital status, age (over 40), gender, sexual orientation, or the use of family and medical care leave and pregnancy disability leave. County Associates shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. County Associates shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder ( Title 2, CCR, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. County Associates shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 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.

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.



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.
- 3.25 Fraud and Abuse Reporting. To the extent required by and in compliance with CMS or other applicable federal and state laws, County shall report to CalOptima all cases of suspected fraud and/or abuse related to rendering services provided under this contract to CalOptima Members.
- 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 or 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.
- 3.27 Credentialing Warranties and Requirements. County acknowledges that its participation in this Contract is expressly conditioned upon County's subcontracted Providers' compliance with CalOptima's credentialing requirements and standards, including but not limited to the following:
- 3.27.1 Submission of Credentialing Application. On or before the Effective Date, County's subcontracted Providers shall have submitted credentialing applications to CalOptima, in form and substance satisfactory to CalOptima.
- 3.27.2 Credentialing Warranties and Representations. County warrants and represents that, as of the Effective Date and continuing through the term of this Contract, County's subcontracted Providers shall meet the credentialing standards listed below:
- (a) County's subcontracted Providers continue to meet all of CalOptima's Minimum Standards applicable to physicians, including CalOptima's Board Certification policy; and
  - (b) Except as otherwise waived by CalOptima for practices which do not have or do not need access to Hospitals, County's subcontracted Providers have clinical privileges in good standing and without restriction at a hospital designated by each of County's subcontracted Providers as the primary admitting facility.
  - (c) During the entire term of this Contract, County's subcontracted Providers shall maintain their professional competence and skills commensurate with the medical standards of the community, and as required by law and this Contract, shall attend and participate in approved continuing education courses.
- 3.27.3 Credentialing Process. County's subcontracted Providers shall be credentialed and recertified through CalOptima's credentialing process. Notwithstanding County's subcontracted Providers' representations in any pre-application

questionnaire, in this Contract and/or in connection with any Health Network credentialing application, CalOptima reserves the right to verify any and all Minimum Standards and any other credentialing standards CalOptima, in its sole judgment, deems necessary and appropriate to County's subcontracted Providers' eligibility to participate in CalOptima's Programs. County's subcontracted Providers' participation in CalOptima's Programs is subject to CalOptima's approval of County's subcontracted Providers' credentialing application. The procedure and criteria for review of County's subcontracted Providers' credentials and initial and continued eligibility shall be established by CalOptima, and may be amended from time to time. This Contract may be terminated by CalOptima at any time a significant portion of County's subcontracted Providers fail to meet the standards for continued eligibility to participate in CalOptima's Programs.

- 3.28 Confidentiality Of Sensitive Services Information. If a County Associate supplies Sensitive Services, including Family Planning Services, County shall comply with State confidentiality laws, regulations and other requirements relating to Members' Family Planning information and records and County's Associate acknowledges that he or she is solely responsible for developing and implementing policies and procedures to ensure compliance with such confidentiality requirements. Family Planning information and records shall not be released to any third party without the consent of the Member **or** as otherwise permitted by federal and state laws and regulations. Notwithstanding the foregoing, County Associates shall provide Family Planning information to CalOptima, or authorized representatives of the State or Federal government to maintain consistency of the Member's Medical Record.
- 3.29 Approved Drug List Compliance. County shall comply with the CalOptima Approved Drug List and its associated drug utilization or disease management guidelines and protocols. Medications not included on the Approved Drug List shall require prior authorization by CalOptima. The prescribing Physician must obtain authorization in accordance with CalOptima's Policies. The prescribing Physician shall provide CalOptima with all information necessary to process Prior Authorization requests.
- 3.29.1 County shall prescribe generically available drugs instead of the parent brand product whenever therapeutically equivalent generic drugs exist.
- 3.29.2 County shall participate in any CalOptima pharmacy cost containment programs as developed.
- 3.29.3 County shall provide all information requested by CalOptima, including but not limited to Medical Necessity documentation, which pertains to a Member's condition and drug therapy regimen, untoward effects or allergic reactions.
- 3.30. Physical Access for Members. County's Associate's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled, which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.

- 3.31. Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000) for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Contract, County certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994. County further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.
- 3.32. Medi-Cal Policies. Covered Services provided under this Contract shall comply with all applicable Medi-Cal Managed Care Division (MMCD) Policy Letters.
- 3.33. Confidentiality of Medi-Cal Members. County Associates 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 Associates as a result of services performed under this Contract, except for statistical information not identifying any such person. County Associates shall not use such identifying information for any purpose other than carrying out County's obligations under this Contract. County Associates shall promptly transmit to the 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.

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 Associates, County:

- 3.33.1 will not use any such information for any purpose other than carrying out the express terms of this Contract,
  - 3.33.2 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
  - 3.33.3 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.
- 3.34. Member Communications. County Associates shall not be prohibited from advising or advocating on behalf of a Member who is his or her patient. In addition, County Associates acting within the lawful scope of practice, are encouraged to freely communicate, and shall encourage its health care professionals to freely communicate the following to patients, regardless of benefit coverage:
- 3.34.1 The Member's health status, medical care, or treatment options, including any alternative treatment that may be self administered.
  - 3.34.2 Any information the Member needs in order to decide among all relevant treatment options.
  - 3.34.3 The risks, benefits, and consequences of treatment or non treatment.
  - 3.34.4 The Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 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.
- 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.
- 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.

#### **ARTICLE 4 FUNCTIONS AND DUTIES OF CALOPTIMA**

- 4.1. Payment. County shall provide LHA Services to both CalOptima's COD and Health Network Members, and shall submit claims to CalOptima or the Member's Health Network, respectively, unless otherwise provided in Attachment B. CalOptima or a Member's Health Network shall pay County for LHA Services provided to CalOptima Members, in accordance with Attachment B. County agrees to accept the compensation set forth in Attachment B as payment in full for such LHA Services. Upon submission of a Clean Claim, CalOptima or a Member's Health Network shall pay County pursuant to CalOptima Policies and Attachment B. Notwithstanding the foregoing, County may also collect other amounts (e.g., copayments, deductibles, OHC and/or third party liability payments) where expressly authorized to do so under the CalOptima Program(s) and applicable law.
- 4.2. Service Authorization. CalOptima shall provide a written authorization process for County Services pursuant to CalOptima Policies.
- 4.3. CalOptima Guidance. CalOptima shall make available to County, all applicable Provider Manuals, financial bulletins and CalOptima Policies applicable to LHA Services under this Contract.
- 4.4. Limitations of CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's or a Health Network's obligation to pay County any amounts shall be subject to CalOptima's receipt of the funding from the Federal and/or State governments.
- 4.5. Identification Cards. CalOptima shall provide Members with identification cards identifying Members as being enrolled in a CalOptima program.
- 4.6. Care Management Services. CalOptima shall offer its assistance for Care Management Services for Members through its Care Management Department.
- 4.7. Approved Drug List. CalOptima shall publish and maintain an Approved Drug List pursuant to CalOptima Policies.
- 4.8. Review Of Prescriptions Not On Approved Drug List. CalOptima shall review prescriptions for medications not listed on the Approved Drug List in a timely manner.



- 4.9. Member Materials. CalOptima shall furnish County written materials to provide to Members, as appropriate.

**ARTICLE 5  
PAYMENT PROCEDURES**

- 5.1. Billing and Claims Submission. County shall submit Claims for Covered Services to CalOptima or a Member's Health Network, as indicated in Attachment B, in accordance with CalOptima Policies applicable to the Claims submission process.
- 5.2. Prompt Payment. CalOptima shall make payments to County in the time and manner set forth in CalOptima Policies related to the CalOptima Programs. Additional procedures related to claims processing and payment are set forth in the attached CalOptima Program Addenda.
- 5.3. Claim Completion and Accuracy. County shall be responsible for the completion and accuracy of all Claims submitted whether on paper forms or electronically including claims submitted for the County by other parties. Use of a billing agent does not abrogate County's responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. County acknowledges that County remains responsible for all Claims and that anyone who misrepresents, falsifies, or causes to be misrepresented or falsified, any records or other information relating to that Claim may be subject to legal action.
- 5.4. Claims Deficiencies. Any Claim that fails to meet CalOptima requirements for claims processing shall be denied and County notified of denial pursuant to CalOptima Policies and applicable Federal and/or State laws and regulations.
- 5.5. COB. County shall coordinate benefits with other programs or entitlements recognizing where other OHC is primary coverage in accordance with CalOptima Program requirements. County acknowledges that Medi-Cal is the payor of last resort.
- 5.6. California Children's Services (CCS) Coordination. For dates of service up to CalOptima's implementation of the WCM program, which will be no sooner than July 1, 2019, County agrees, for Members eligible for and/or receiving CCS benefits, to obtain authorization from and bill CCS for all services eligible for CCS reimbursement regardless of time, effort and/or expense required in obtaining CCS authorization and/or reimbursement. County agrees to pursue authorization and/or reimbursement for services from CCS fully and completely prior to seeking authorization and/or reimbursement from CalOptima. Pursuing CCS authorization and reimbursement shall include, but not be limited to, submitting clean and complete Claims in format(s) mandated by CCS, submitting and/or resubmitting documentation required by CCS in order to receive authorization and/or reimbursement, obtaining reconsideration in instances where CCS has denied authorization and/or reimbursement, and the filing and pursuing of all applicable appeals and grievances with CCS.

As directed by DHCS, a separate WCM Memorandum of Understanding (WCM MOU) between CalOptima and County is effective July 1, 2019 or the date CalOptima's Whole

Child Model program becomes effective, whichever is later. Thereafter, County and CalOptima shall coordinate their CCS operations pursuant to that WCM MOU rate than pursuant to this Contract.

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

- 5.7.1 County agrees to indemnify and hold Members harmless from all efforts to seek compensation and any claims for compensation from Members for Covered Services under this Contract. In no event shall a Member be liable to County for any amounts which are owed by, or are the obligation of, CalOptima.
- 5.7.2 In no event, including, but not limited to, non-payment by CalOptima, CalOptima's or County's insolvency, or breach of this contract by CalOptima, shall County Associates, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, County Associates may collect Share of Cost (SOC), co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.
- 5.7.3 This provision does not prohibit County Associates from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member's medical record prior to rendering such services.
- 5.7.4 Upon receiving notice of County Associate's invoicing or balance billing a Member for the difference between the County's billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction the County or take other action as provided in this Contract.
- 5.7.5 This section shall survive the termination of this Contract for Covered Services furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between the County and its Subcontractors. Language to ensure the foregoing shall be included in all of County's Subcontracts related to provision of Covered Services to CalOptima Members.
- 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.

5.8 Vaccines. CalOptima shall not reimburse County for the cost of vaccines that are available under the Vaccines for Children (VFC) program, a Federal program, which

provides free vaccines for eligible populations, including Medi-Cal covered children, age eighteen (18) years and younger.

- 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.

## **ARTICLE 6 INSURANCE AND INDEMNIFICATION**

- 6.1. Indemnification. Each party to this Contract agrees to defend, indemnify and hold each other and the State harmless, with respect to any and all Claims, costs, damages and expenses, including reasonable attorney's fees, which are related to or arise out of the negligent or willful performance or non-performance by the indemnifying party, of any functions, duties or obligations of such party under this Contract. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 6.2. County Professional Liability. County, at its sole cost and expense, shall ensure that County Associates providing professional services under this Contract shall maintain professional liability insurance coverage with minimum per incident and annual aggregate amounts which are at least equal to the community minimum amounts in Orange County, California, for the specialty or type of service which County provides. For Physician insurance, minimums shall be no less than \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 6.3. County Comprehensive General Liability ("CGL")/Automobile Liability. County at its sole cost and expense shall maintain such policies of comprehensive general liability and other insurance as shall be necessary to insure it and its business addresses, employees,

agents, and representatives, including automobile liability insurance if motor vehicles are owned, leased or operated in furtherance of providing services under this Contract, against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, b) the use of any property of the County, and c) activities performed in connection with the Contract, with minimum coverage of \$1,000,000 per incident/\$3,000,000 aggregate per year.

- 6.4. Workers Compensation Insurance. County at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and employers liability insurance with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 aggregate per year.
- 6.5. Insurer Ratings. All above insurance shall be provided by an insurer:
- (a) rated by Best's with a rating of B or better; and
  - (b) "admitted" to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code 12180.7.
- 6.6. Captive Risk Retention Group/Self Insured. Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self insured, such above provisions may be waived at the sole discretion of CalOptima.
- 6.7. Cancellation or Material Change. The County shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Contract.
- 6.8. Certificates of Insurance. Prior to execution of this Contract, County shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder

## ARTICLE 7 RECORDS, AUDITS AND REPORTS

- 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 CountyAssociate'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.

- 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.
- 7.3. 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 1936a(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 County Associate's site.
- 7.4. Form of Records. County Associates' books and Records shall be maintained in accordance with the general standards applicable to such book or record-keeping.
- 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. CountyAssociates' 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 request, transfer copies of such records to CalOptima's possession.

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

- 7.6. Audit, Review and/or Duplication. Audit, review and/or duplication of data or Records shall occur within regular business hours, and shall be subject to Federal and State laws concerning confidentiality and ownership of records. County shall pay all duplication and mailing costs associated with such audits.
- 7.7. Confidentiality of Member Information. County agrees to comply with applicable Federal and State laws and regulations governing the confidentiality of Member medical and other information. County further agrees:
- 7.7.1 Health Insurance Portability and Accountability Act (HIPAA). County shall comply with HIPAA statutory and regulatory requirements ("HIPAA requirements"), whether existing now or in the future within a reasonable time prior to the effective date of such requirements. County shall comply with HIPAA requirements as currently established in CalOptima Policies. County shall also take actions and develop capabilities as required to support CalOptima compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standards formats.
- 7.7.2 Members Receiving State Assistance. Notwithstanding any other provision of this Contract, names and identification numbers of Members receiving public assistance are confidential and are to be protected from unauthorized disclosure in accordance with applicable State and Federal laws and regulations. For the purpose of this Contract, County shall protect from unauthorized disclosure all information, records, data and data elements collected and maintained for the operation of the Contract and pertaining to Members.
- 7.7.3 Declaration of Confidentiality. If County has access to computer files or any data confidential by statute, including identification of eligible Members, County agrees to sign a declaration of confidentiality in accordance with the applicable Government

Contract and in a form acceptable to CalOptima and DHCS, DMHC MRMIB and/or CMS, as applicable.

- 7.8. Member Request For Medical Records. County shall furnish a copy of a Member's Medical Records to another treating or consulting Provider at no cost to the Member when such a transfer of Records;
- 7.8.1. Facilitates the continuity of that Member's care or;
- 7.8.2. A Member is transferring from one Provider to another for treatment; or
- 7.8.3. A Member seeks to obtain a second opinion on the diagnosis or treatment of a medical condition; or
- 7.8.4. A Member's Records are needed to access Medi-Cal covered services not included in this Contract, including but not limited to mental health programs such as those provided by the Department of Developmental Services (DDS), CCS, and the Local Education Agency (LEA).
- 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.
- 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).
- 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.
- 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.

## **ARTICLE 8 TERM AND TERMINATION**

- 8.1. Term. The term of this Contract shall be from June 1, 2013 through December 31, 2023.
- 8.2. Termination for Default. CalOptima may, in its sole discretion, terminate this Contract whenever CalOptima determines that a County Associate (i) has repeatedly and inappropriately withheld Covered Services to a CalOptima Member(s), (ii) has failed to perform its contracted duties and responsibilities in a timely and proper manner including, without limitation, service procedures and standards identified in this Contract, (iii) has committed acts that discriminate against CalOptima Members on the basis of their health status or requirements for health care services; (iv) has not provided Covered Services in the scope or manner required under the provisions of this Contract; (v) has engaged in prohibited marketing activities; (vi) has failed to comply with CalOptima's Compliance Program, including Participation Status requirements; (vii) has committed fraud or abuse relating to Covered Services or any and all obligations, duties and responsibilities under this Contract; or (viii) has materially breached any covenant, condition, or term of this Contract. A termination as described above shall be referred to herein as "Termination for Default." In the event of a Termination for Default, CalOptima shall give County prior written notice of its intent to terminate with a thirty



(30)-day cure period if the Termination for Default is curable, in the sole discretion of CalOptima. In the event the default is not cured within the thirty (30)-day period, CalOptima may terminate the Contract immediately following such thirty (30)-day period. The rights and remedies of CalOptima provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The County shall not be relieved of its liability to CalOptima for damages sustained by virtue of breach of the Contract by the County or any Subcontractor.

- 8.2.1. County's Appeal Rights. County may appeal CalOptima's decision to terminate the Contract for default as provided in Section 8.2 above by filing a complaint pursuant to CalOptima Policies. County shall exhaust this administrative remedy, including requesting a hearing according to CalOptima Policy, and shall comply with applicable CalOptima Policies governing judicial claims, before commencing a civil action. County's rights and remedies provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or this Contract.
- 8.2.2. Immediate Termination. CalOptima may terminate this Contract immediately upon the occurrence of any of the following events and delivery of written notice: (i) the suspension or revocation of any license, certification or accreditation required by County Associates; (ii) the determination by CalOptima that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against County Associates in their capacities with the County by any Federal or State licensing agency; (iv) termination or non-renewal of any Government Contract; (v) the withdrawal of DHHS' approval of the waiver granted to the CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any of the Government Agencies or termination of the Section 1915(b) waiver, CalOptima shall immediately transmit such notice to County.
- 8.2.3. Termination for County Insolvency. If the County becomes insolvent, the County shall immediately so advise CalOptima, and CalOptima shall have, at its sole option, the right to terminate the Contract immediately. In the event of the filing of a petition for bankruptcy by or against the County, the County shall assure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.
- 8.2.4. Modifications or Termination to Comply with Law. CalOptima and County mutually reserve the right to modify or terminate the Contract at any time when modifications or terminations are (i) mandated by changes in Federal or State laws, (ii) required by Government Contracts, or (iii) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima and County shall notify the other Party in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements. 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.
- 8.3. Termination Without Cause. Either party may terminate this Contract, without cause, upon ninety (90) days prior written notice to the other party as provided herein.

- 8.4. Rate Adjustments. The payment rates as stipulated in Attachment B of this Contract may be adjusted by CalOptima during the Contract period to reflect implementation of Federal or State laws or regulations, changes in the State budget, the Government Contract(s) or the Government Agencies' policies, changes in Covered Services and/or by CalOptima Board actions. If the Government Agency(ies) has provided CalOptima with advance notice of adjustment, CalOptima shall provide notice thereof to County as soon as practicable.
- 8.5. 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 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.
- 8.6. Approval By and Notice to Government Agencies. County acknowledges that this Contract and any modifications and/or amendments thereto are subject to the approval of applicable Federal and/or State agencies. CalOptima and County shall notify the Federal and/or State agencies of amendments to, or termination of, this Contract. Notice shall be given by first-class mail, postage prepaid to the attention of the State or Federal contracting officer for the pertinent CalOptima Program. County acknowledges and agrees that any amendments or modifications shall be consistent with requirements relating to submission to such Federal and/or State agency for approval.

## **ARTICLE 9 GRIEVANCES AND APPEALS**

- 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.

- 9.2. Member Grievances and Appeals. Member grievances, complaints, and/or appeals shall be resolved in accordance with Federal and/or State laws, regulations and Government Guidance and as set forth in CalOptima Policies relating to the applicable CalOptima Program. County agrees to cooperate in the investigation of the issues and be bound by CalOptima's grievance decisions and, if applicable, State and/or Federal hearing decisions or any subsequent appeals.

## **ARTICLE 10 GENERAL PROVISIONS**

- 10.1. Assignment and Assumption. This Contract may not be assigned nor the duties hereunder delegated, by either party.
- 10.2. Documents Constituting Contract. This Contract and its attachments, schedules, addenda and exhibits and all CalOptima Policies applicable to Covered Services and CalOptima Members (and any amendments thereto) shall constitute the entire agreement between the parties. It is the express intention of County and CalOptima that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract which are not expressly set forth herein shall be of no further force, effect or legal consequence after the Effective Date hereunder.
- 10.3. Force Majeure. Both parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.
- 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 and 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.
- 10.5. Headings. The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 10.6. Independent Contractor Relationship. CalOptima and County agree that the County Associates of the County in performance of this Contract shall act in an independent capacity and not as officers or employees of CalOptima. County's relationship with CalOptima in the performance of this Contract is that of an independent contractor. County's employees performing services under this Contract shall be at all times under County's exclusive direction and control and shall not be employees of CalOptima. County shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them,

such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

- 10.7. No Waiver. No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.
- 10.8. Notices. Any Notice required to be given pursuant to the terms and provisions of this Contract, unless otherwise indicated herein, shall be in writing and shall be sent by Certified or Registered mail, return receipt requested, postage prepaid, addressed to the party to whom Notice is to be given, at such party' address set forth below or such other address provided by Notice. Notice shall be deemed given seventy-two (72) hours after mailing.

If to CalOptima:

CalOptima  
Chief Operating Officer  
505 City Parkway West  
Orange, CA 92868

If to County:

County of Orange  
Health Care Agency  
Public Health Program Support  
405 West 5<sup>th</sup> Street, Suite 756  
Santa Ana, CA 92701-4637

- 10.9. Omissions. In the event that either party hereto discovers any material omission in the provisions of this Contract which such party believes is essential to the successful performance of this Contract, said party may so inform the other party in writing, and the parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Contract.
- 10.10. Prohibited Interests. County covenants that, for the term of this Contract, no director, member, officer, or employee of CalOptima during his/her tenure has any interest, direct or indirect, in this Contract or the proceeds thereof that would violate applicable law.

- 10.11. Regulatory Approval. Notwithstanding any other provision of this Contract, the effectiveness of this Contract, amendments thereto, and assignments thereof, is subject to the approval of applicable Governmental Agencies and the conditions imposed by such agencies.
- 10.12. Debarment Certification. By signing this Contract, the County agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
- 10.12.1 By signing this Contract, the County certifies to the best of its knowledge and belief, that the Orange County Health Care Agency, its officers and employees:
- 10.12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 10.12.1.2 Have not within a three-year period preceding this Contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 10.12.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subprovision 10.12.1.2 herein; and
- 10.12.1.4 Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10.12.1.5 Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- 10.12.1.6 Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 10.12.2 If the County is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to CalOptima.
- 10.12.3 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- 10.12.4 If the County knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.
- 10.13. DHCS Directions. If required by DHCS, County Associates shall cease specified activities, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.
- 10.14. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5. County agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.
- 10.15. Lobbying Restrictions and Disclosure Certification.
- 10.15.1 (Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)
- 10.15.2 Certification and Disclosure Requirements
- 10.15.2.1 Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment C, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Subsection 10.15.3. of this provision.
- 10.15.2.2 Each recipient shall file a disclosure (in the form set forth in Attachment C, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- 10.15.2.3 Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires

disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- 10.15.2.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 10.15.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- 10.15.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

10.15.2.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 10.15.1 of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.

10.15.2.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 10.15.1 of this provision. That person shall forward all disclosure forms to DHCS program contract manager.

10.15.3 Prohibition—Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.16. Authority to Execute. The persons executing this Contract on behalf of the parties warrant that they are duly authorized to execute this Contract, and that by executing this Contract, the parties are formally bound.

10.17. Severability. In the event any provision of this Contract is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation

duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.

**ARTICLE 11  
EXECUTION**

11.1. Subject to the State of California and United States providing funding for the term of this Contract and for the purposes with respect to which it is entered into, and the approval of the Contract by the Government Agencies, this Contract shall become effective on June 1, 2013 (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

County	CalOptima
_____	_____
Signature	Signature
_____	_____
Print Name	Michael Schrader
_____	_____
Title	Chief Executive Officer
_____	_____
Date	Date
_____	_____



**ATTACHMENT A****COORDINATION OF SERVICES****PART I  
General Provisions**

<b>CATEGORY</b>	<b>County</b>	<b>CalOptima</b>
Administration	CalOptima and County staff shall meet at least annually to review the Contract, address outstanding issues and coordinate mutual activities. CalOptima and County may mutually agree, in writing, to modify Attachment A of this Contract.	CalOptima and County staff shall meet at least annually to review the Contract, address outstanding issues and coordinate mutual activities. CalOptima and County may mutually agree, in writing, to modify Attachment A of this Contract.
Eligibility Assistance	Identify CalOptima eligibility for patients presenting for services and for patients under treatment.  Identify and refer potentially eligible patients for Medi-Cal eligibility determination.	As requested, CalOptima will assist County staff in identifying eligible Members and their corresponding Health Network and primary care provider.
Care Coordination	County staff will work with the CalOptima Case Management Department to facilitate and coordinate care and to identify and address Member-specific operational and coordination issues for CalOptima Members.	The CalOptima Case Management Department will work with County staff to facilitate and coordinate care and to identify and address Member-specific operational and coordination issues for CalOptima Members.
Problem Resolution	Work cooperatively with CalOptima to resolve disagreements related to County program activities and expectations.	Work cooperatively with County to resolve disagreements related to County program activities and expectations.
Quality Improvement	Designate a County staff member to serve as a member of the CalOptima Clinical Quality Improvement Committee.	Designate a County staff member to serve as a member of the CalOptima Clinical Quality Improvement Committee.

**PART II**  
**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**

<b>CATEGORY</b>	<b>County/PDS</b>	<b>CalOptima/Health Networks</b>
<b>Administration</b>	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.	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).
<b>Education and Outreach</b>	<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>

CATEGORY	County/PDS	CalOptima/Health Networks
<b>Tuberculosis Screening Services</b>	<p>PDS will provide TB Screening Services (TB testing, chest x-rays, symptom check, and physician evaluation) to CalOptima Members when appropriate.</p> <p>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.</p> <p>PDS will provide CalOptima Members with written documentation of TB screening results and treatment for latent TB infection upon request.</p>	Responsible for assuring the delivery of health care services (including TB screening and treatment for latent TB infection, if necessary) for CalOptima Members.
<b>Reporting active or suspected active TB cases</b>	Inform CalOptima staff, Health Networks and CalOptima health care providers of legal mandates and procedures for TB reporting.	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).
<b>TB Case Management of active or suspected active TB cases</b>	<p>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.</p> <p>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.</p> <p>The PDS Case Manager will review with the CalOptima designated case manager the need for hospital admission of CalOptima Members, including (1)</p>	<p>CalOptima will have a case management system available to address coordination or operational issues identified in the TB care of CalOptima Members.</p> <p>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.</p> <p>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</p>

CATEGORY	County/PDS	CalOptima/Health Networks
	<p>airborne isolation; and (2) medical need versus public health need.</p> <p>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 will respond to information/ update requests from CalOptima providers in a timely manner.</p> <p>County contracted inpatient facility will communicate with CalOptima Health Networks and health care providers as requested.</p> <p>Locate patients lost to follow-up and ensure continuity of care.</p> <p>Upon request, ensure that TB patients who lose Medi-Cal eligibility before completing treatment have a medical provider or receive TB care from PDS.</p>	<p>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 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.</p> <p>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.</p>
<b>Contact Investigation</b>	<p>Initiate and conduct contact investigation upon identification or notification from CalOptima health care provider of an active or suspected active TB case.</p> <p>Evaluate and treat, if necessary, household and non-household contacts referred to PDS for examination.</p>	<p>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)</p> <p>Evaluate and treat, if necessary, household and non-household contacts of CalOptima Members not referred to PDS in accordance</p>

CATEGORY	County/PDS	CalOptima/Health Networks
		with current CDC guidelines.
<b>Treatment for Active TB</b>	<p>Review initial disease notification report and ensure that follow-up and treatment are in accordance current CDC, ATS, and IDSA standards.</p> <p>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.</p> <p>Evaluate and treat, if necessary, active or suspected active TB cases presenting to or referred to PDS for examination.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>The CalOptima health care provider is responsible for coordinating with PDS case manager regarding patient TB progress for CalOptima Members under their care.</p> <p>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</p>

CATEGORY	County/PDS	CalOptima/Health Networks
	<p>Review requests for facility discharge, release, or transfer and written treatment plan for CalOptima Members within 24 hours of receipt of that plan.</p> <p>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.</p>	<p>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)</p> <p>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.</p> <p>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).</p>
<b>Directly Observed Therapy (DOT)</b>	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.	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.
<b>Quality Assurance</b>	Monitor and enforce CalOptima health care provider adherence to mandated TB reporting requirements. Identify delayed,	CalOptima will follow-up and assist PDS in taking corrective action on any of the following

<b>CATEGORY</b>	<b>County/PDS</b>	<b>CalOptima/Health Networks</b>
	<p>non-submitted or inadequate TB reports and inform CalOptima to assist in taking corrective action.</p> <p>Ensure TB treatment and follow-up meets or exceeds established standards of care. Inform CalOptima of any quality of care issues.</p>	<p>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.</p>

### PART III HIV Services

The County's HIV/AIDS Ambulatory Care Clinic (known as 17th Street Care) is the principal provider of ambulatory medical care and supportive services for un- and under-funded HIV infected individuals living in Orange County. Medi-Cal eligible clients are not eligible for County services, though it is acknowledged that a liaison function is important to link patients to community providers. The County's 17th Street Care Clinic provides care including comprehensive ambulatory medical care, needed laboratory and support services such as educational, psychosocial, nutritional and benefits counseling to eligible HIV-seropositive patients with the goal of keeping those patients as healthy and productive as possible and to prevent further spread of HIV to others at risk. All services are provided on an outpatient basis. Patients requiring specialty medical care are referred to appropriate contract providers in the community.

HIV counseling, risk assessment, anonymous and confidential HIV testing, and post-test counseling are services offered to any person presenting to the County's 17th Street Testing and Treatment Clinic. All patients with HIV positive test results are referred to medical care services.

County's HIV Planning and Coordination Programs provides the following services: staff support to the Orange County HIV Planning Council, the HIV Prevention Committee and their committees; preparation of State and Federal grant applications; procurement and monitoring of community-based services; investigation of and reporting of HIV and AIDS cases to the State Office of AIDS Case Registry; investigation of occupational exposure reports made by public safety workers.

#### County and CalOptima Responsibilities

Category	County/HIV Related Services	CalOptima / Health Networks
<b>Administration</b>	Administer HIV Ambulatory Care Clinic (17th Street Care) consistent with current Centers for Disease Control and Prevention (CDC), Public Health Services, and California Department of Public Health (CDPH) recommendations for effective HIV care. The 17th Street Care staff will refer patients with specialty medical care needs to contract providers in the community.	CalOptima will be responsible for assuring the delivery of health care services for CalOptima members (including HIV testing and treatment); consistent with current Centers for Disease Control and Prevention (CDC), Public Health Services, and California Department of Public Health (CDPH) recommendations for effective HIV care.
<b>HIV Counseling and Testing</b>	County's 17th Street Testing and Treatment Clinic will provide ongoing anonymous and confidential HIV counseling and testing for all persons requesting these services without regard to ability to pay, and will focus counseling and testing efforts in subpopulations at highest risk for infection.	CalOptima Health Networks and providers will be responsible for HIV counseling and testing in the context of appropriate clinical care and when requested by members.



Category	County/HIV Related Services	CalOptima / Health Networks
<b>Planning</b>	<p>County will provide staff support to the Orange County HIV Planning Advisory Council (HPAC).</p> <p>County, working with the HPAC, will conduct periodic community-based needs assessments, implement HPAC funding priorities, and will develop a plan for addressing identified needs of HIV-infected persons.</p>	<p>A CalOptima representative will actively participate in the HPAC and share information with CalOptima Health Networks and providers as appropriate.</p>
<b>Member Transition</b>	<p>County 17th Street Care case managers will work collaboratively with CalOptima case managers to transition eligible CalOptima members receiving medical services at 17th Street Care to an appropriate CalOptima Health Network that has a medical provider with experience in HIV/AIDS care available.</p> <p>County will identify potential Medi-Cal eligible clients and initiate the eligibility process. Those who successfully completed the eligibility process and are eligible for Health Network enrollment will be transitioned to a CalOptima provider. County 17th Street Care case managers will assist clients as in selecting an appropriate Health Network.</p>	<p>CalOptima and its Health Networks will assist CalOptima members obtain services from a medical provider with knowledge and experience in treating HIV/AIDS.</p>
<b>Case Management</b>	<p>County 17th Street Care staff will provide medical case management services for 17th Street Care clients with HIV/AIDS throughout the course of their disease treatment with referrals to community agencies as appropriate. County-funded case management services in community-based organizations will not be prohibited from providing case management services to CalOptima members.</p> <p>County 17th Street Care case management services will coordinate with CalOptima and/or Health Network case management when appropriate to facilitate the transition of care.</p>	<p>CalOptima Health Networks will make available medical case management services for their HIV-infected members throughout the course of their disease with referrals to community agencies as appropriate. Member enrollment in medical case management services provided by CalOptima will not prohibit member enrollment in other community case management services within the County.</p> <p>Case management services will be coordinated with County 17th Street Care and/ or community-based case management services when appropriate.</p>

Category	County/HIV Related Services	CalOptima / Health Networks
<b>Partner Notification</b>	The County 17th Street Testing and Treatment Clinic and 17th Street Care will offer partner notification to any HIV-positive residents of Orange County without charge.	CalOptima Health Networks and providers will be responsible for informing members of partner notification services and have knowledge of the referral process to County 17th Street Care for assistance as needed.
<b>Reporting Requirements</b>	Persons with HIV infection or AIDS are reportable by law to the County/HIV Surveillance Unit.	<p>CalOptima providers will report to County/HIV Surveillance Unit all HIV/AIDS clients according to legal mandate.</p> <p>CalOptima will respond to reports of CalOptima Health Network and provider noncompliance with legal reporting requirements by providing education to the Health Network/provider on the legal reporting.</p>
<b>Education</b>	<p>The County HIV Programs, 17th Street Care and 17th Street Testing and Treatment will provide community-wide HIV education programs.</p> <p>County is responsible for educating clients about the spectrum of HIV services available at 17th Street Care and resources in the community.</p> <p>The County, in conjunction with the UCI AIDS Education and Training Center (AETC) will provide education and training for CalOptima staff, Health Networks and providers regarding HIV screening, diagnosis and medical management. The County 17<sup>th</sup> Street Care staff will serve as a resource for clinical information requested by CalOptima staff, Health Network staff and providers as part of an ongoing collaborative effort with CalOptima.</p>	<p>CalOptima and its Health Networks are responsible for educating members about the spectrum of HIV services available in the Health Networks and resources in the community.</p> <p>CalOptima and the County will collaborate to provide education and training regarding HIV screening, diagnosis and medical management for CalOptima Health Networks and providers.</p>
<b>Quality Assurance</b>	<p>Documentation of education and training activities.</p> <p>County 17th Street Care case managers will review and track all referrals to CalOptima to ensure that those patients referred have been enrolled and have</p>	<p>Documentation of education and training activities.</p> <p>CalOptima will regularly review County 17th Street Care referrals to see that they have been enrolled and have begun receiving services in their chosen Health</p>

<b>Category</b>	<b>County/HIV Related Services</b>	<b>CalOptima / Health Networks</b>
	begun receiving services in their chosen Health Network.	Network.  CalOptima will monitor obstetrical providers to ensure that HIV counseling and testing services are offered to all pregnant members.
<b>Pharmacy</b>	Eligible County 17th Street Care clients will receive medications through the State AIDS Drug Assistance Program (ADAP).	CalOptima will provide prescribed medications according to CalOptima pharmacy procedures. The formulary of medications for the treatment of HIV infection will be no less than all drugs listed on the State AIDS Drug Assistance Program (ADAP) formulary.

**PART IV**  
**Sexually Transmitted Disease Services**

The County's 17th Street Testing and Treatment Clinic is an ambulatory clinic for the prevention, diagnosis and treatment of sexually transmitted diseases (STD) such as syphilis, gonorrhea, Chlamydia, and herpes. Screening for HIV is also a provided service and fully referenced in Part III of this Attachment A. The 17th Street Testing and Treatment Clinic is a walk-in clinic and anyone twelve (12) years of age and older presenting to clinic with symptoms or concerns about sexually transmitted diseases will be evaluated by a physician without regard to ability to pay.

**County and CalOptima Responsibilities**

<b>Category</b>	<b>County/STD Services</b>	<b>CalOptima / Health Networks</b>
<b>Administration</b>	<p>County 17th Street Testing and Treatment shall operate a countywide comprehensive program for the control of STDs in accordance with current Centers for Disease Control and Prevention (CDC) and the California Department of Public Health Services</p> <p>County 17th Street Testing and Treatment will evaluate all patients presenting to clinic based on medical need and without regard to ability to pay.</p>	<p>CalOptima will be responsible for assuring the delivery of health care services, including STD screening, prevention and treatment services for CalOptima members, in accordance with current Centers for Disease Control and Prevention (CDC) and the California Department of Public Health Services. No parental consent to medical treatment will be required for members age twelve (12) years and older.</p>
<b>Reporting Requirements</b>	<p>County 17th Street Testing and Treatment will be responsible for reporting all reportable STDs of patients receiving care in the County/SDC.</p> <p>County Epidemiology and Assessment Program receive confidential morbidity and laboratory notifications from healthcare providers for legally reportable conditions. These reports are confidential and not accessible to the County 17th Street Testing and Treatment Clinic.</p>	<p>CalOptima providers will report to County all reportable STDs of the patients they serve by confidential morbidity reports or notification of positive laboratory testing in accordance with California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.</p> <p>CalOptima will direct CalOptima providers to comply with all reporting requirements.</p> <p>CalOptima will respond to reports of CalOptima Health Network and provider noncompliance with legal reporting requirements by providing education to the Health Network/provider on the legal reporting requirements.</p>

Category	County/STD Services	CalOptima / Health Networks
<b>Contact Investigation</b>	<p>County 17th Street Testing and Treatment will ensure counseling of patients diagnosed with an STD is provided and contact notification and referral to treatment of contacts is provided for County 17th Street Testing and Treatment clients as determined by local priorities.</p> <p>County will work collaboratively with the CalOptima to inform providers regarding the importance of quickly notifying sexual partners of infected members to ensure early and rapid testing and treatment.</p>	<p>CalOptima Health Networks and providers will ensure that contact notification and referral to treatment of contacts is completed for their CalOptima members diagnosed with infectious forms of sexually transmitted disease.</p> <p>CalOptima will work collaboratively with the County to inform providers regarding the importance of quickly notifying sexual partners of infected members to ensure early and rapid testing and treatment.</p>
<b>Referral and Follow-up</b>	<p>County 17th Street Testing and Treatment will make every reasonable effort to locate patients with reportable STDs who have not had adequate treatment, for medical treatment.</p> <p>County 17th Street Testing and Treatment will serve as a resource for information on STD diagnosis, treatment and reporting requirements, when requested by CalOptima staff, Health Networks and providers.</p> <p>County will provide community-wide education on the treatment, control and prevention of STDs.</p>	<p>CalOptima Health Networks and providers will identify all patients with reportable STDs who have not had adequate treatment and make reasonable attempts to locate per network protocol. For patients with a new diagnosis of HIV/AIDS or Syphilis who are unable to be located, CalOptima Health Networks and providers will contact County 17th Street Testing and Treatment staff so that attempts can be made to locate the patient with available resources.</p> <p>CalOptima will work collaboratively with County to facilitate community-wide STD control and prevention education.</p>
<b>Education</b>	<p>County 17th Street Testing and Treatment will provide annual education, training and periodic diagnostic and treatment updates to CalOptima staff, Health Networks and providers regarding STD control and treatment.</p>	<p>CalOptima will work collaboratively with County 17th Street Testing and Treatment to provide education and training to CalOptima staff, Health Networks and providers on the diagnosis and management of STDs.</p>
<b>Pharmacy</b>	<p>County 17th Street Testing and Treatment will provide prescribed medications to its patients for the prevention and treatment of STDs through its existing clinic formulary.</p>	<p>CalOptima providers will prescribe medications to its patients for the prevention and treatment of sexually transmitted diseases in accordance with member benefits.</p>

## PART V

## 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 CHDP63/EPSDT requirements.

## County and CalOptima Responsibilities

CATEGORY	County/CHDP	CalOptima/Health Networks
<b>Administration</b>	<p>Coordinate CHDP/EPSDT activities at the local level. Activities include:</p> <ul style="list-style-type: none"> <li>• Informing Medi-Cal eligible individuals about CHDP services;</li> <li>• Assisting Medi-Cal eligible individuals to gain and maintain access to preventive and curative health services;</li> <li>• Developing and implementing on-going strategies to outreach to the eligible population;</li> <li>• Recruiting, training, certifying, assisting, and monitoring a network of community medical practitioners providing CHDP services;</li> <li>• Providing care coordination and case management as appropriate; and</li> <li>• Assessing compliance with CHDP/EPSDT requirements.</li> </ul>	<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>
<p><b>Client Outreach</b></p> <p><b>NOTE:</b> Clients are individuals who may be eligible to receive or are receiving Medi-Cal benefits.</p>	<p>Provide outreach services about CHDP to potential CHDP beneficiaries, including clients ages birth through twenty-one (21) years old.</p> <p>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).</p> <p>Inform CalOptima providers of other programs and other funding sources of</p>	<p>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.</p> <p>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</p>

CATEGORY	County/CHDP	CalOptima/Health Networks
	<p>care for those individuals who lose Medi-Cal eligibility and are age birth through nineteen (19) years.</p>	<p>of the availability of pediatric preventive services. Refer to CalOptima Policy GG.1116: Pediatric Preventive Services for full notification requirements.</p> <p>CalOptima shall send information on well child visits and immunizations to families of newborns and at six months of age.</p> <p>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.</p>
<p><b>Provider Network</b></p> <p>Recruitment</p> <p>Application</p> <p>Facility and Medical Record Review</p>	<p>Collaborate with CalOptima in recruiting CHDP providers.</p> <p>Mail CHDP application packet to all providers who request an application.</p> <p>Receive completed applications from CalOptima providers.</p> <p>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.</p>	<p>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.</p> <p>CalOptima shall conduct facility site reviews for network providers on a triennial basis.</p> <p>Ensure timely provision and documentation of site reviews.</p> <p>Upon request, provide County/CHDP copy of the completed facility and/or medical record report and/or confirmatory letter from CalOptima.</p>

CATEGORY	County/CHDP	CalOptima/Health Networks
<p>Certification</p> <p>Education</p>	<p>Approve or deny CHDP applications and notify a provider and CalOptima of such provider's status, including effective date.</p> <p>Maintain a CHDP Provider Resource Directory that identifies CalOptima CHDP-certified providers.</p> <p>Distribute all State and local CHDP Provider Information Notices directly to CalOptima in an electronic format.</p> <p>Provide consultation to CalOptima regarding CHDP/EPSDT policies and guidelines including ongoing policy and program updates.</p>	<p>Maintain database of CalOptima CHDP-certified providers and share information including flagged provider files with Health Networks on a weekly basis.</p> <p>Distribute State and local CHDP Provider Information Notices electronically to Health Networks and ask the Health Networks to distribute to non-certified providers.</p>
<b>Health Education</b>	<p>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).</p> <p>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.</p> <p>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.</p> <p>Collaborate with CalOptima in making available health education materials that are linguistically specific and culturally sensitive for the population of Orange County.</p>	<p>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.</p> <p>Collaborate with County/CHDP in making available health education materials that are linguistically specific and culturally sensitive for the population of Orange County.</p> <p>CalOptima shall provide non-CHDP-certified providers with health education materials that support all of the components of the CHDP health assessment.</p>
<b>Appointment</b>	Upon request, provide Medi-Cal	Upon request, refer CalOptima



CATEGORY	County/CHDP	CalOptima/Health Networks
<p><b>Scheduling and Transportation Assistance</b></p>	<p>beneficiaries with detailed CHDP information via telephone or mail including information about CHDP medical and dental appointment scheduling and transportation assistance.</p> <p>Provide intensive informing, referral for medical and dental services, and documentation to persons referred by PM 357 forms from SSA.</p> <p>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.</p>	<p>members and providers to County/CHDP for detailed information about CHDP services.</p> <p>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.</p> <p>Share the CalOptima Health Network Listing and Provider Directory with County/CHDP including all updates as available.</p>
<p><b>Care Coordination</b></p>	<p>Serve as a resource for CalOptima members and providers, including linking members/providers with services outside of CalOptima such as:</p> <ul style="list-style-type: none"> <li>• Vaccines for Children (VFC) program;</li> <li>• California Children's Services (CCS) Medical Therapy Program;</li> <li>• Supplemental Nutrition Program for Women, Infants and Children (WIC);</li> <li>• Head Start;</li> <li>• Regional Center of Orange County;</li> <li>• Mental Health Services; and</li> <li>• Dental Care.</li> </ul> <p>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.</p> <p>Inform CalOptima/CHDP providers of funding mechanisms for providers choosing to see non-Medi-Cal CHDP</p>	<p>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:</p> <ul style="list-style-type: none"> <li>• California Children's Services (CCS) Medical Therapy Program (MTP);</li> <li>• Supplemental Nutrition Program for Women, Infants and Children (WIC);</li> <li>• Head Start;</li> <li>• Regional Center of Orange County;</li> <li>• Mental Health Services;</li> <li>• Dental Care;</li> <li>• Continuity of care; and</li> <li>• Follow-up on missed appointments.</li> </ul>

CATEGORY	County/CHDP	CalOptima/Health Networks
	<p>income eligible clients such as State CHDP "fee-for-service". Encourage providers to participate and maintain a directory of participating providers.</p> <p>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.</p> <p>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.</p>	<p>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.</p>
<b>Data Collection</b>	<p>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.</p>	<p>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 .</p> <p>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..</p>
<b>Quality Assurance</b>	<p>Re-certify and conduct facility reviews of CHDP providers every three years to assess provider compliance with CHDP/EPSTDT 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</p>	<p>CalOptima shall triennially review all provider offices to ensure that providers are in compliance with CHDP guidelines.</p> <p>Develop and implement a</p>

<b>CATEGORY</b>	<b>County/CHDP</b>	<b>CalOptima/Health Networks</b>
	<p>of reasons. Refer to CHDP Local Program Guidance Manual.</p> <p>Notify CalOptima of problems identified at the facility review and assist CalOptima where appropriate with corrective action plan.</p> <p>Notify the CalOptima provider credentialing subcommittee of CHDP provider de-certifications.</p>	<p>corrective action plan when requirements are not met.</p> <p>CalOptima will inform Health Network staff regarding CHDP/EPSDT guidelines at regularly-scheduled UM/CM Roundtables as appropriate.</p>
<b>Annual Review and Signage</b>	<p>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.</p>	<p>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.</p>

**PART VI**  
**Family Planning**

The Orange County Health Care Agency is a FamilyPACT provider of family planning and pregnancy testing services. Services are provided in accordance with regulations specified by State Office of Family Planning (OFP) and Title X regulations and guidelines. The Standards of Care, promulgated by the State in cooperation with the American College of Obstetricians and Gynecologists (ACOG) and Title X, are the required level of care for all family planning providers and are used as a basis for evaluation of services.

**County and CalOptima Responsibilities**

<b>CATEGORY</b>	<b>County Family Planning Clinic</b>	<b>CalOptima/Health Networks</b>
<b>Eligibility/ Client Services</b>	County/Family Planning will provide family planning services to FamilyPACT eligible CalOptima Direct or CalOptima Health Network members choosing to seek such services outside of their Health Network or CalOptima.	<p>CalOptima recognizes that CalOptima Direct or CalOptima Health Network members have the right to choose to seek their family planning services outside of the Health Network/CalOptima.</p> <p>Upon request, CalOptima will provide Health Networks and providers information about low cost/free family planning services for members who lose eligibility.</p> <p>CalOptima, its Health Networks and providers will not require prior authorization for in-network or out-of-network family planning services.</p> <p>CalOptima, its Health Networks and providers will not require parental consent for family planning services for a member under 21 years.</p> <p><b>QUALITY ASSURANCE:</b> CalOptima will respond to issues of Health Networks inappropriately requesting prior authorization for family planning services, and will take necessary corrective action.</p>
<b>Follow-Up Services</b>	CalOptima beneficiaries receiving family planning services at County Family Planning clinics who require follow-up of complications associated with contraceptive methods either beyond the scope of practice of County Family Planning clinics or not covered by the DHS definition of family	CalOptima Health Networks and Providers will provide family planning services and/or care of complications associated with contraceptive methods either beyond the scope of practice of County Family Planning clinics or not

<b>CATEGORY</b>	<b>County Family Planning Clinic</b>	<b>CalOptima/Health Networks</b>
	planning services will be referred to their CalOptima Health Network provider for continuing care.	covered by the DHS definition of family planning services to CalOptima members referred by County Family Planning clinics.
<b>Provider Network Education</b>	County Health Referral Line will provide CalOptima members upon request with community and public family planning resources, as well as, providers who are able to provide special linguistic and/or culturally competent services.	CalOptima is responsible to ensure that Health Networks and providers are aware that CalOptima members have freedom of choice of family planning services and providers, including out of network providers, without prior authorization.

**Part VII**  
**Maternal and Child Health (MCH)**

State and Federal regulations mandate the County/MCH Program to promote comprehensive women's and children's health services to meet community needs within the County. Responsibilities include: General MCH services such as providing the core public health functions of assessment, policy development and assurance as it relates to the MCH population in Orange County; and Perinatal Access coordination including the Comprehensive Perinatal Services Program (CPSP) and perinatal outreach and education services for Medi-Cal eligible pregnant women.

Perinatal Support Services (PSS) is the designation given to CalOptima's version of the State's CPSP. PSS includes a comprehensive initial risk assessment addressing medical, nutritional, health education and psychosocial risks at the initiation of pregnancy related services. Formal re-assessments must be followed up by interventions designed to ameliorate the condition or problem in a prioritized manner.

<b>Category</b>	<b>County/MCH</b>	<b>CalOptima/Health Networks</b>
<b>Administration</b>	<p>Operate an organized program that is designed to assess the ongoing health needs of the MCH population in Orange County, and to stimulate/participate in collaborative efforts which build community capacity to meet these needs, both in the public and private sectors.</p> <p>Inform and advise health plans, providers and the general community on the health status of the MCH population in Orange County.</p>	<p>CalOptima will be financially responsible for the medical services of CalOptima members, as described in contractual requirements, and ensure that CalOptima Health Networks and providers provide these services.</p>
<b>Data Collection</b>	<p>County/MCH is responsible for ongoing collection and review of health status indicators such as maternal and infant morbidity and mortality. Inform CalOptima of local status and trends toward achievement of MCH Year 2020 objectives.</p>	<p>CalOptima will work with Health Networks and providers to develop a methodology for collecting data on service utilization and health status of enrolled members in accordance with CDHCS requirements.</p> <p>CalOptima will report HEDIS measures annually.</p>
<b>Planning</b>	<p>Collaborate with CalOptima in identifying MCH population service needs or gaps, inclusive of CalOptima members, and developing a plan to address identified needs with attention to the special areas of language capability, cultural competence and literacy.</p>	<p>Collaborate with County/MCH in identifying MCH population service needs or gaps, inclusive of CalOptima members, and developing a plan to address identified needs with attention to the special areas of language capability, cultural competence and literacy.</p>
<b>Client Outreach</b>	<p>Provide outreach to women and their infants, children, adolescents to inform</p>	<p>Inform CalOptima members at the time of enrollment of their</p>

<b>Category</b>	<b>County/MCH</b>	<b>CalOptima/Health Networks</b>
<p><i>NOTE: Clients are individuals who may be eligible to receive or are receiving Medi-Cal benefits.</i></p>	<p>them of their potential eligibility for Medi-Cal, encourage them to apply for benefits and assist in application process.</p> <p>Responsible for outreaching to potentially eligible pregnant women and those who may become pregnant to assist them in enrolling in early and continuous prenatal care.</p> <p>Work closely with community groups; including CalOptima, regarding access to care issues for women, infants, children, and adolescents.</p> <p>Promote the toll-free MCH Health Referral Line (HRL) telephone number to assist women and their infants, children and adolescents in accessing available health and medical care and support services.</p> <p>QUALITY ASSURANCE: Outreach efforts will be monitored and evaluated by maintaining a count of the number of calls to the HRL as a result of each outreach campaign.</p>	<p>entitlement to MCH services including, but not limited to, PSS.</p> <p>CalOptima staff will be available to assist eligible members in making informed decisions in selecting providers and enrolling in preferred Health Networks.</p> <p>CalOptima Health Networks and providers will inform eligible members of available perinatal services, encourage early and continuous perinatal care, and assist in accessing such services.</p> <p>Require Health Networks to ensure that the contracted PSS vendor or perinatal provider inform and offer PSS to Health Network members.</p> <p>QUALITY ASSURANCE: CalOptima will review provider reports for the referral to or provision of comprehensive perinatal support services.</p>
<p><b>Client Services Information and Education</b></p>	<p>Responsible for community-wide public education on pregnancy, perinatal care, and the support services needs of pregnant women, including CPSP services, in cooperation with CalOptima.</p> <p>QUALITY ASSURANCE: Documentation of community information and training activities will be maintained on file with participant evaluations, as appropriate.</p>	<p>Participate with County/MCH in communitywide public education on pregnancy, perinatal care, and the support services needs of pregnant women, including PSS. Target education to Medi-Cal and other low-income residents.</p> <p>QUALITY ASSURANCE: Documentation of community information and training activities will be maintained on file with participant evaluations, as appropriate</p>
<p><b>Case Management/ Tracking and Follow-Up</b></p>	<p>Responsible for tracking and follow-up of non-CalOptima targeted pregnant women to determine if they received a Medi-Cal application, completed processing and are enrolled in prenatal</p>	<p>Responsible for assuring that all enrolled high-risk women are being case managed.</p> <p>Encourage providers to give</p>

Category	County/MCH	CalOptima/Health Networks
	<p>care.</p> <p>Inform CalOptima Health Networks and providers of perinatal resources available to members no longer eligible for CalOptima Medi-Cal benefits, including the toll-free County/Health Referral telephone number for access to other health resources.</p> <p>Advise identified former CalOptima members, i.e., those no longer eligible for Medi-Cal benefits and with no medical provider, in writing, about services available to non-Medi-Cal low-income women.</p> <p>QUALITY ASSURANCE: Maintain tracking system of pregnant women enrolled in County/MCH/Perinatal outreach and education services documenting essential perinatal indicators (by trimester of enrollment, by trimester of initiation of prenatal care, by number of prenatal visits, and by outcome of pregnancy.)</p>	<p>resource information for continuing perinatal care (i.e., County/Health Referral toll-free number) to pregnant women who have lost CalOptima eligibility.</p> <p>Ensure that providers are responsible for: basic case management; coordination of medical/social referrals (including Supplemental Nutrition for Women, Infants and Children (WIC); Genetic screening and Counseling) and follow-up on missed appointments.</p> <p>QUALITY ASSURANCE: Review of reports for timely completion of risk assessments according to Title 22, California Code of Regulations and the DHCS State contract requirements.</p>
<b>Appointment Scheduling and Transportation</b>	<p>Share transportation resource information with CalOptima to use in assisting members.</p> <p>Refer CalOptima members with appointment scheduling questions to appropriate CalOptima resource/Health Network/provider for assistance.</p> <p>Provide transportation information as requested</p> <p>Provide assistance with locating prenatal care providers, scheduling appointments and arranging transportation for pregnant women without funding.</p>	<p>CalOptima will advise Health Network providers that they are responsible for scheduling member appointments according to the timeliness standards per contract and CalOptima policy.</p> <p>Medically necessary non-emergency transportation will be provided upon request.</p>
<b>Health Education</b>	Collaborate with CalOptima in making appropriate health education resources available to CalOptima Health	Collaborate with County/MCH in making appropriate health education resources available to CalOptima



Category	County/MCH	CalOptima/Health Networks
	<p>Networks and providers in support of provision of services for women and their infants, children and adolescents i.e., brochures, videos, staff training.</p> <p>Collaborate with CalOptima staff on health education projects related to pre-conceptual planning, family planning, perinatal and child health care education activities targeted to families with women and children who are current/potential CalOptima members at the community and individual client/member service delivery levels.</p> <p><b>QUALITY ASSURANCE:</b> Documentation of education and training activities and participant evaluations as appropriate will be kept for review.</p>	<p>Health Networks and providers in support of provision of services for women and their infants, children, and adolescents i.e., brochures, videos, staff training.</p> <p>Collaborate with County/MCH staff on health education projects related to pre-conceptual planning, family planning, perinatal and child health care education activities targeted to families with women and children who are current/potential CalOptima members at the community and individual member service delivery levels.</p> <p><b>QUALITY ASSURANCE:</b> Documentation of education and training activities and participant evaluations as appropriate will be kept for review.</p>
<p><b>Provider Network Certification</b></p>	<p>Collaborate with CalOptima to promote compliance with CPSP requirements, as described in Title 22, California Code of Regulations.</p> <p>Assist perinatal providers in obtaining state CPSP certification including provision of information about the purpose of CPSP, regulations, models of implementation; receive and review applications.</p> <p>After required local review, request the State to approve CPSP applications, and advise providers in writing of date to commence CPSP services.</p> <p><b>QUALITY ASSURANCE:</b> Audit a representative sample of perinatal providers at least annually to assess provider compliance including site review, provider credentialing, patient/member chart review and CPSP requirements.</p>	<p>Collaborate with County/MCH/Perinatal Access to promote compliance with CPSP requirements as described in Title 22, California Code of Regulations and MMCD Letter No. 96-01.</p> <p>Assist in dissemination of CPSP requirements and information updates to CalOptima Health Networks and providers, as requested.</p> <p>Collaborate with County/MCH in promoting CPSP certification for perinatal care providers.</p> <p><b>QUALITY ASSURANCE:</b> Upon notification of program non-compliance, CalOptima will ensure the development and implementation of a corrective action plan. Follow-up audit will be conducted as necessary.</p>

Category	County/MCH	CalOptima/Health Networks
	<p>Notify CalOptima of program non-compliance at the CalOptima provider site audits, and assist CalOptima Health Networks and providers, when appropriate, with corrective action plan.</p>	
<p><b>Provider Network Education</b></p>	<p>Provide consultation and technical assistance to CPSP perinatal providers, CalOptima and CalOptima perinatal providers and Health Networks regarding the maintenance of comprehensive perinatal services.</p> <p>Develop and maintain a CPSP Provider Resource Directory and make it available to CalOptima, Health Networks and providers.</p> <p>Distribute directly all state and local CPSP Provider Information Notices to CalOptima, CalOptima Health Networks and providers.</p> <p>Collaborate with CalOptima to organize, conduct, and/or participate in information sharing activities (roundtables, newsletters, available community education resources) for CPSP providers (managed care or fee-for-service) and other interested perinatal providers in the community.</p> <p><b>QUALITY ASSURANCE:</b> Documentation of education and training activities and participant evaluations as appropriate will be kept on file.</p>	<p>CalOptima/Health Network will develop a plan with a provider to resolve identified needs and/or deficiencies and provide ongoing Technical Assistance as indicated</p> <p>Collaborate with County/MCH/CPSP to organize, conduct, and/or participate in information sharing activities (roundtables, newsletters, available community education resources.) for CalOptima PSS providers (managed care or fee-for-service) and other interested perinatal providers in the community.</p> <p><b>QUALITY ASSURANCE:</b> Documentation of education and training activities and participant evaluations as appropriate will be kept on file.</p>

## Part VIII

### Part IX Orangewood

For the purpose of this agreement, County/Juvenile Health Services (JHS) - Orangewood provides medical and nursing care to minors residing at or receiving services through the Orangewood Children and Family Center (OCFC). These services include initial intake assessments, medical examination within 72 hours of admission, treatment of acute conditions, referral to specialized medical care or hospitalization, management of chronic health conditions, provision of appropriate immunizations, daily sick call, and close nursing supervision of medically fragile infants on a seven (7) day a week, 16 hours a day basis. In addition, the Health Care Agency's Clinical Evaluation and Guidance Unit (CEGU - Orangewood) provides services to support the behavioral health coordination.

Category	County/JHS – Orangewood SSA/OCFC	CalOptima/Health Networks
<b>Administration</b>	County/JHS - Orangewood shall administer Child Health and Disability Prevention (CHDP) health assessments and provide primary medical care, including necessary diagnosis and treatment services, to residents enrolled in CalOptima. County/JHS - Orangewood shall coordinate with CalOptima/ Health Networks as appropriate.	<p>CalOptima shall be financially responsible for the medical services of CalOptima members, as described in contractual requirements, and ensure that CalOptima Health Networks understand their responsibilities for members who are residents of Orangewood.</p> <p>CalOptima shall provide County/JHS - Orangewood staff with a list of Case Management contact by each Health Network.</p>
<b>Medi-Cal Eligibility</b>	<p>Social Services Agency (SSA)/OCFC staff shall identify residents who are CalOptima members at intake. For children who are not Medi-Cal beneficiaries, SSA/OCFC staff shall complete the application to establish Medi-Cal eligibility at the time of intake.</p> <p>For those children who are enrolled in a CalOptima Health Network at the time of discharge, County/JHS - Orangewood or SSA/OCFC shall provide (when known) the child's Health Network name and telephone number to the caregiver.</p>	<p>Orangewood residents who become Medi-Cal eligible with a CalOptima aid code as a result of their placement shall initially be enrolled in CalOptima Direct. Children may remain in CalOptima Direct or, at the discretion of the caregiver; CalOptima shall assist with transition of the minor into the Health Network of the caregiver's choice.</p> <p>CalOptima shall assist County/JHS - Orangewood in verifying member eligibility and identifying</p>

Category	County/JHS – Orangewood SSA/OCFC	CalOptima/Health Networks
		the Health Network to which the member is assigned.
<b>Notification</b>	<p>County/JHS - Orangewood staff shall notify the Health Network or CalOptima Direct as soon as practical when a resident has received non-emergent off-site services.</p> <p>No prior notification is required for health assessment and primary care services received at Orangewood or for emergency care requiring off-site services. County/JHS - Orangewood staff shall inform resident's Health Network of emergency services received by their member, as soon as practicable.</p> <p><b>QUALITY ASSURANCE</b> - County /JHS - Orangewood will audit medical records to assure notifications are being provided as appropriate.</p>	Notification information that is received shall be reviewed for coordination of care and case management needs.
<b>Acute Inpatient Services</b>	<p>When County/JHS - Orangewood identifies a child with a medical condition potentially requiring an acute inpatient admission, at the direction of the County/JHS - Orangewood, SSA/OCFC staff shall transport the child to Children's Hospital Orange County (CHOC) Emergency Department for a Medical Screening Exam (MSE).</p> <p>If the MSE indicates that the child's condition constitutes an emergency, the condition will be treated and/or stabilized.</p>	<p>CalOptima Direct or the member's Health Network shall reimburse CHOC Emergency Department and any related provider services for an MSE without prior authorization, regardless of the outcome of the MSE.</p> <p>CalOptima Direct or the member's Health Network shall reimburse all services medically necessary to diagnose and stabilize the patient, without prior authorization.</p> <p>Upon notification by CHOC, CalOptima and Health Networks shall authorize continued treatment at CHOC, or follow the procedures outlined in Orange County Children and Family Services Policy and Procedure "Hospital Situations: Moving a Child to another Hospital" if transport to another hospital is requested and approved by medical staff.</p>
<b>Durable Medical Equipment</b>	County/JHS - Orangewood shall provide routine medical equipment, including crutches, standard wheelchairs, and Pulmo-	CalOptima and Health Networks shall coordinate with County/JHS - Orangewood staff to assure that a

Category	County/JHS – Orangewood SSA/OCFC	CalOptima/Health Networks
	<p>aides for the duration of a child’s stay at Orangewood as part of their facility scope of service.</p> <p>County/JHS - Orangewood staff shall coordinate with CalOptima/Health Networks so a child has appropriate medical equipment available upon transition from Orangewood.</p> <p>County/JHS - Orangewood will adhere with CalOptima authorization standards and coordinate with CalOptima Health Networks for the provision of specialized durable medical equipment.</p>	<p>child has appropriate medical equipment available upon transition from Orangewood.</p> <p>CalOptima and Health Networks shall coordinate with County/JHS - Orangewood’s provision of specialized medical equipment and provide prior authorizations according to CalOptima standards.</p>
<b>Case Management</b>	<p>County/JHS - Orangewood staff shall collaborate with CalOptima/Health Network care management staff to coordinate routine and specialized medical care for residents of Orangewood and assure that appropriate discharge planning occurs to maintain the child’s continuity of health care services.</p>	<p>CalOptima/Health Network staff shall collaborate with County/JHS, CEGU - Orangewood and other agency staff at Orangewood to manage and coordinate routine and specialized medical care for residents of Orangewood and assure that appropriate discharge planning occurs to maintain the child’s continuity of health care services.</p>
<b>Information Exchange</b>	<p>The JHS Program Manager or designee shall collaborate with CalOptima to provide information to CalOptima staff, Health Networks and providers regarding the provision of health care services for Orangewood residents. County/JHS - Orangewood staff shall serve as a resource for program information requested by CalOptima providers.</p>	<p>CalOptima shall collaborate with County/JHS - Orangewood staff to provide information to Health Networks and providers to ensure they are aware of their responsibility to work collaboratively with County/JHS - Orangewood staff to ensure continuous, coordinated care of their members. This will include information on confidentiality issues specific to Orangewood residents.</p>
<b>Pharmacy</b>	<p>County/JHS - Orangewood Medical Unit shall administer appropriate medications to residents as part of Orangewood’s primary care responsibilities.</p> <p>Subject to an order by a physician, County/JHS - Orangewood and CEGU – Orangewood qualified staff shall, whenever possible, write prescription(s) for</p>	<p>CalOptima shall be financially responsible according to CalOptima’s policies and procedures for Pharmacy.</p> <p>CalOptima or the member’s Health Network Pharmacy Procedures will be followed for medications at time of discharge or placement.</p>

Category	County/JHS – Orangewood SSA/OCFC	CalOptima/Health Networks
	medication(s) required after discharge. In addition, County/JHS - Orangewood may (subject to a physician's orders) provide a seven (7) day supply of prescribed medication.	

## **Part X Targeted Case Management**

### **1. CASE MANAGEMENT**

Case management services, as defined in Title 42 CFR Section 440.169, include the following four service components. The four component requirement applies to both HCA's TCM Program and CalOptima case management.

- A. Assessment and Periodic Reassessment
- B. Development of Specific Care Plan
- C. Referral and Related Activities
- D. Monitoring and Follow-Up Activities

The claimable unit of TCM service is the provision of one of the four aforementioned case management service components in a face-to-face encounter with the client.

While both HCA and CalOptima provide case management, there is a distinction between the type of case management provided by HCA's TCM Program and by CalOptima. CalOptima's case management primarily focuses on member medical needs in providing case management as the primary provider of client medical care. This may include case management of acute or chronic illness.

In contrast, HCA's TCM Program focuses on the case management of individuals within specific target populations, including referring clients to providers to address medical issues, as appropriate.

### **2. ROLES**

#### ***CalOptima***

CalOptima will partner with HCA's TCM Program to ensure that members receive the appropriate level of case management services. The collaborative process will ensure that there is no duplication of case management services.

- A. CalOptima will oversee the delivery of primary health care and related care coordination. CalOptima is responsible for providing all medically necessary health care identified in the care plan including medical education that the member may need as well as any necessary medical referral authorizations. Case management for member medical issues and linkages to CalOptima covered health services will be the responsibility of CalOptima.
- B. CalOptima will provide members with linkage and care coordination for any necessary social support need identified by CalOptima that do not need medical case management.

#### ***HCA TCM Program***

HCA will provide TCM services for medical, social, educational, and other services needing case management. For client medical issues needing case management, the TCM Program will refer CalOptima members with open TCM cases to CalOptima when identified by the TCM Case Manager.



## 3. RESPONSIBILITIES

Area of Responsibility	HCA TCM Program	CalOptima Case Management
<b>Liaison</b>	a. Designate a contact responsible for facilitating coordination with CalOptima, including identifying the appropriate CalOptima contacts to the TCM Program, and resolving all related operational issues. The TCM Case Manager will serve as the contact person for all clients receiving TCM.	a. Designate a contact responsible for facilitating coordination with the TCM Program, including identifying the appropriate CalOptima contacts to the TCM Program, and resolving all related operational issues. The CalOptima primary care provider (PCP) and Case Manager will serve as the contact person for member CalOptima case management.
<b>Client Identification</b>	a. HCA will query all TCM clients to determine if they are assigned to CalOptima for their primary medical care. HCA will request access to client managed care status and provider information via existing DHCS provider eligibility information access systems (MEDS).	a. CalOptima will notify the member's PCP and/or any Case Manager that the member is receiving TCM services along with the appropriate HCA contact information. b. CalOptima will notify HCA when the member is receiving TCM services and is also receiving complex case management from CalOptima, either in batch or client-by-client basis monthly, and/or additionally, on request from HCA.
<b>Coordination</b>	a. HCA will share client/member care plans with CalOptima upon request for CalOptima members with open TCM cases. b. HCA will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services c. HCA will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with CalOptima. HCA will pursue	a. CalOptima will share client/member care plans with HCA upon request for CalOptima members with open TCM cases. b. CalOptima will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services. c. CalOptima will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with HCA.

Area of Responsibility	HCA TCM Program	CalOptima Case Management
	<p>obtaining HIPAA consents from TCM clients to allow the sharing of medical information with CalOptima.</p> <p>d. For any client/member with an open TCM case needing medical case management, HCA will communicate at least once every six months with CalOptima to ensure that the client/member is receiving the appropriate level of care.</p> <p>e. The coordination between CalOptima and HCA will include, at a minimum, all medical issues and all social support related issues identified by HCA and/or CalOptima.</p>	<p>CalOptima will pursue obtaining HIPAA consents from CalOptima clients to allow the sharing of medical information with HCA.</p> <p>d. For any client with an open TCM case needing medical case management, CalOptima will communicate at least once every six months with HCA to ensure that the client/member is receiving the appropriate level of care.</p> <p>e. The coordination between HCA and CalOptima will include, at a minimum, all medical issues and all social support related issues identified by CalOptima and/or HCA.</p>
<p><b>Assessment and Care Plan Protocol</b></p>	<p>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients who require services to assist them in gaining access to needed medical, social, educational, or other services.</p> <p>b. HCA will be responsible for creating all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, educational, social, or other service. This includes the required semi-annual reassessments.</p> <p>c. HCA will share TCM care plans with CalOptima if requested by CalOptima.</p> <p>d. The TCM care plan will specify the goals for providing TCM services to the eligible individual, and the services and actions necessary to address the client's medical, social, educational, or other service needs based on the assessment.</p> <p>e. All clients with open TCM cases will be referred to CalOptima by</p>	<p>a. CalOptima will provide health assessments and care plans for all members as needed.</p> <p>b. CalOptima will assess member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</p> <p>c. CalOptima will be responsible for the development and revision of member care plans related to all assessed client medical needs and services related to the medical diagnosis as needed.</p> <p>d. CalOptima will share care plan information with HCA as necessary to coordinate member medical issues. In addition, CalOptima will share care plans if requested by HCA.</p> <p>e. CalOptima's Case Managers, when assigned, will communicate with the appropriate HCA contact to discuss client needs and/or coordinate as deemed necessary by either the CalOptima PCP and/or Case Manager or the HCA TCM Case Manager.</p>

<b>Area of Responsibility</b>	<b>HCA TCM Program</b>	<b>CalOptima Case Management</b>
	<p>the TCM Case Manager if the client is in need of CalOptima case management for medical issues.</p> <p>f. The TCM assessment extends further than the CalOptima assessment as it includes all medical, social educational and any non-medical aspects of case management, including those social support issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the successful implementation of the CalOptima care plan.</p>	
<b>Coordination of Care</b>	<p>a. The TCM Case Manager will coordinate with CalOptima when the TCM Case Manager has identified that:</p> <ol style="list-style-type: none"> <li>1. CalOptima has identified that the client/member receives complex case management from CalOptima, and the TCM Case Manager assesses that the client/member is not medically stable.</li> <li>2. The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other CalOptima professional.</li> <li>3. The TCM Case Manager assesses that the client may have an acute or chronic medical issue, and is not medically stable.</li> <li>4. The TCM Case Manager assesses that the client's medical needs require case management.</li> <li>5. The TCM Case Manager</li> </ol>	

<b>Area of Responsibility</b>	<b>HCA TCM Program</b>	<b>CalOptima Case Management</b>
	<p>assesses that the client may have social support issues that may impede the implementation of the CalOptima care plan.</p> <p>b. HCA will determine what coordination options are appropriate for the client's level of need in order to provide the same level of coordination with CalOptima.</p> <p>c. HCA will also provide any corresponding documentation to the CalOptima PCP and/or Case Manager.</p> <p>d. The TCM Case Manager will obtain and review the client/member CalOptima care plan.</p> <p>e. The TCM Case Manager will contact the CalOptima PCP and/or Case Manager to discuss the client/member medical issues and/or related social support issues.</p> <p>f. The TCM Case Manager will notify CalOptima via an agreed medium (e.g., specific form, email to CalOptima), that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the CalOptima care plan.</p> <p>g. The TCM Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to CalOptima as soon as possible to address the client's/member's immediate medical need.</p>	
<b>Referral, Follow Up and Monitoring Protocol</b>	<p>a. TCM Case Managers will provide referral, follow-up, and monitoring services to help members obtain needed services, and to ensure the TCM care plan is implemented and adequately</p>	<p>a. CalOptima will refer members for the following services in executing their responsibilities to members for the delivery of primary health care and related care coordination:</p>

Area of Responsibility	HCA TCM Program	CalOptima Case Management
	<p>addresses the client's needs per Title 42 CFR Section 440.169.</p> <p>b. The TCM Case Manager will refer the client to services and related activities that help link the individual with medical, social, educational providers. The TCM Case Manager will also link the client to other programs deemed necessary, and provide follow-up and monitoring as appropriate.</p> <p>c. The TCM Case Manager will contact CalOptima directly as needed to ensure the CalOptima PCP, or Case Manager is aware of the client/member, and the client/member is receiving the proper care.</p> <p>d. The above procedures must be followed by HCA unless the client has an urgent medical situation needing immediate case management intervention.</p> <p>e. The TCM Case Manager shall provide all necessary referrals as appropriate, medical or otherwise, to CalOptima as soon as possible to address the client's/member's immediate medical need.</p> <p>f. TCM Case Managers will refer client to CalOptima for all medically necessary services, and authorization for any out-of-network medical services.</p> <p>g. TCM Case Manager will refer client to CalOptima when a medical need develops or escalates after a CalOptima assessment and notification of any related medically necessary support issues.</p> <p>h. TCM Case Manager will refer clients to CalOptima when the client needs assistance with medical related services, e.g., scheduling appointments with CalOptima; and delays in receiving authorization for specialty health services.</p>	<p>i. Medical services</p> <p>ii. Non-medical services</p> <p>iii. Basic social support needs</p> <p>b. CalOptima will provide referrals for basic social support needs when an intensive level of case management is not needed, and does not require follow-up or monitoring. Examples include: (1) Member seen by a CalOptima Case Manager and the member needs directions to the local Food Bank; (2) CalOptima Case Manager provides a member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services.</p> <p>c. CalOptima will refer members to HCA for TCM services when the individual falls into one of the identified target populations, has undergone a CalOptima case management assessment, and meets any of the following criteria:</p> <p>i. Member is determined to be in need of case management services for non-medical needs.</p> <p>ii. CalOptima has determined that the member has demonstrated an on-going inability to access CalOptima services.</p> <p>iii. CalOptima has determined that member would benefit from TCM face-to-face case management.</p> <p>iv. CalOptima has concerns that the member has an inadequate support system for medical care.</p> <p>v. CalOptima has concerns that the member may have a life skill, social support, or an environmental issue affecting the member's health and/or</p>

Area of Responsibility	HCA TCM Program	CalOptima Case Management
	<ul style="list-style-type: none"> <li>i. If HCA determines that the client needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the member was referred as well as all other case management needs and develop a care plan as described in the “Assessment and Care Plan Protocol” section.</li> <li>j. The TCM Case Manager will provide linkage and referrals as needed, and will monitor and follow-up as appropriate.</li> <li>k. HCA may obtain and review CalOptima’s client care plan to assist in assessing the referred issue.</li> <li>l. The TCM client case shall remain open until the issue referred by CalOptima has been resolved, and no other TCM service is determined to be necessary by HCA.</li> <li>m. HCA will notify CalOptima when the referred issues have been resolved.</li> <li>n. When a member is not referred to a TCM program by CalOptima and enters the HCA TCM program directly through HCA, HCA will refer the member to CalOptima as needed to provide and document CalOptima case management services. These services include: coordination of care; medical referrals; continuity of care; follow-up on missed appointments’ and communication with specialists.</li> </ul>	<ul style="list-style-type: none"> <li>successful implementation of the CalOptima care plan.</li> <li>d. CalOptima shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made.</li> <li>e. Referral does not automatically confirm enrollment into a TCM program.</li> <li>f. Prior to the referral for TCM, CalOptima will identify the social, educational, and/or other non-medical issues the member has that require case management.</li> <li>g. When CalOptima refers a member to HCA for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either CalOptima or the TCM Case Manager deems necessary, but no less than quarterly.</li> </ul>

The above procedures must be followed by Orange County TCM providers unless the client has an urgent medical situation needing immediate case management intervention.

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

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

### I. SCOPE OF WORK---

Service Categories:

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

#### A. **Targeted Engagement Services** to clients referred by CalOptima:

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

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

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

County will provide:

- 1.1 **Housing Navigation and Sustainability Services.** These services include:
  - a. Conducting a tenant screening and housing assessment that identifies the Member's preferences and barriers related to successful tenancy. The assessment may include collecting information on potential housing transition barriers, and identification of housing retention barriers;
  - b. Developing an individualized housing support plan based upon the housing assessment that addresses identified barriers, includes short and long-term measurable goals for each issue, establishes the Member's approach to meeting

the goal, and identifies when other providers or services, both reimbursed and not reimbursed by Medicaid, may be required to meet the goal;

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

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

- a. Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations;
  - 1) Providing a plan for the client in recognition of these behaviors, and
  - 2) Providing a plan for the landlord (who to call) if the behaviors are noted.
- b. Education and training on the roles, rights and responsibilities of the tenant and landlord;
- c. Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy;
- d. Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action;
- e. Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become jeopardized;

- f. Ensuring that the member is connected to social supports in the vicinity of their new community and that the other service providers connected with the member also know they are newly housed.
- g. Assisting the Member in accessing resources that may be necessary to obtain immediate need items including, but not limited to; toiletries, cleaning products, kitchen ware, bed, towels and linens, and refrigerator.
- h. Assistance with the housing recertification process;
  - 1) Coordinating with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers; and
  - 2) Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.

**C. Care Coordination Participation (HHP enrolled members only)**

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

**II. CRITERIA FOR REIMBURSEMENT---**

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

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

- A. “Engagement Services ” means providing information about the HHP and its benefits and encouraging the Member to consider enrollment in the program. These services can be provided at member’s preferred location. The County team shall utilize CalOptima-approved communications to ensure health literacy standards, culturally appropriateness and trauma-informed care standards are maintained.
- B. “Health Home Program” or “HHP” means all of the California Medicaid State Plan amendments and relevant waivers that DHCS seeks and CMS approves for the provision of HHP services that provide supplemental services to CalOptima’s HHP Members by coordinating and integrating the full range of physical health, behavioral health, and community-based long-term services and supports (LTSS) needed for chronic conditions.
- C. “HHP Member” for this Attachment A, Part XII means a CalOptima Direct Member that is enrolled, and continuously participating in the HHP.
- D. “Homeless” means a Member who, as defined in 24 C.F.R section 91.5, lacks a fixed, regular, and adequate nighttime residence, or who will imminently lose their primary nighttime residence; or are an unaccompanied Member under twenty-five (25) years of age; or a Member who is fleeing dangerous or life-threatening conditions, has no other residence, and lacks the resources to obtain permanent housing.
- E. “Member” means a Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in CalOptima’s CalOptima Direct (COD) program.
- F. “WPC” means the County of Orange-operated program, administered by the Orange County Health Care Agency, providing infrastructure and integrated systems of care to coordinate services for vulnerable Medi-Cal beneficiaries and others experiencing homelessness.
- G. “WPC Providers” means County’s contracted or staffed providers that provide WPC services.

### **Attachment A, Part XIII**

### **DISTRIBUTION OF COVID-19 VACCINATION INCENTIVES**

## I. Homeless Health Initiative Vaccine Incentive Program

CalOptima has implemented a one-year public health focused intervention to support vaccination and public health awareness to mitigate COVID-19 exposure and infection for individuals experiencing homelessness. CalOptima shall work with County and other community partners to support COVID-19 vaccination events, and will also encourage vaccinations by providing nonmonetary incentives (one \$25 gift card per vaccination) to CalOptima Members experiencing homelessness who receive up to two required doses of the COVID-19 vaccine through the County or through other community partners.

- A. CalOptima has allocated Homeless Health Initiative Vaccination Incentive Program funds, not to exceed \$400,000 to provide up to two \$25 nonmonetary gift cards to CalOptima Medi-Cal Members ages 14 and older, subject to any changes to the minimum age requirements for the COVID-19 vaccinations that may be issued by the Federal Drug Administration (FDA), who are experiencing homelessness who receive up to two required the COVID-19 vaccines. County understands that this Fund is not exclusive to CalOptima members experiencing homelessness who have received shots delivered by County or its designee; other providers in the community may also be providing vaccines and delivering gift cards under this program.
- B. CalOptima's provision of the nonmonetary gift cards shall be limited to the unspent CalOptima Intergovernmental Transfer ("IGT") dollars allocated for Homeless Health Initiative Vaccine Incentive Program Fund approved by the CalOptima Board of Directors. In no event will CalOptima's obligations exceed said remaining CalOptima IGT dollars specifically allocated for Homeless Health Initiative Vaccine Incentive Program Fund.

## II. Responsibilities

### A. CalOptima shall:

Provide County with a supply of \$25 nonmonetary gift cards for distribution to CalOptima Medi-Cal Members ages 14 and over, subject to any changes to the minimum age requirements for the COVID-19 vaccinations that may be issued by the Federal Drug Administration (FDA), who are experiencing homelessness who receive the COVID-19 vaccine. CalOptima's only obligation is to provide the gift cards to County for distribution to designated CalOptima Members. This obligation extends only to the available funds in the Homeless Health Initiative Vaccine Incentive Program, not to exceed \$400,000, for all Homeless Health Initiative members receiving the vaccinations through County or other community partners.

CalOptima has no responsibility to pay compensation to the County for the distribution of the gift cards and the County has no obligation to pay for the gift cards except in connection with a violation described in Section IV.A of this Attachment A, Part XIII.

### B. County shall:

1. Establish a reasonable mechanism for safekeeping of the gift cards from loss, theft, or delivery to non-CalOptima Medi-Cal Members. The mechanism for safekeeping of the gift cards shall be mutually agreed upon between County and CalOptima.
2. Only use the gift cards consistent with this Part XIII of Attachment A.

3. Reasonably validate CalOptima Medi-Cal eligibility and Member's receipt of the COVID-19 vaccination prior to distributing the gift cards to Members as described in Section II.B.2 of this Attachment A, Part XIII.
4. Distribute the \$25 nonmonetary gift cards at County's COVID-19 vaccination events to CalOptima Medi-Cal Members ages 14 and older, subject to any changes to the minimum age requirements for the COVID-19 vaccinations that may be issued by the Federal Drug Administration (FDA), that are temporarily residing in designated homeless shelters or at identified hot spots, when the Member receives each dose of the COVID-19 vaccine at the COVID-19 vaccination event. The Member will receive one gift card for each of the two required doses received.
5. Return to CalOptima all nonmonetary gift cards that were not distributed to the designated CalOptima Members, within thirty (30) calendar days of County's completion of all COVID-19 vaccination events.

### III. Reports

CalOptima will collaborate with County to develop a process for County to provide data to CalOptima that confirms at a minimum: (a) the date of delivery and number of gift cards received by County from CalOptima; (b) a list of eligible Medi-Cal Members that received one or two COVID-19 vaccine shots, including but not limited to Member name, Member CalOptima ID, and the date Member received the shot and was provided with the gift card for the shot; and (c) the number of gift cards remaining to be distributed. This Section shall survive the termination of this Attachment A - Part XIII so that a final report may be provided to CalOptima.

### IV. Additional Provisions

- A. Unauthorized Use. County shall reasonably ensure use of the gift cards are solely as contemplated in this Part XIII of Attachment A. CalOptima retains the right to recover any gift card or face value of such gift card if it (or any of its regulators) determines that, as a result of County's negligence, the cards were not provided in accordance with (1) the terms of this Part XIII of Attachment A; or (2) applicable federal and state laws, regulations, guidance and/or funding source requirement (collectively, "Unauthorized Use").
- B. Indemnification. Notwithstanding Section 6.1 of the Contract, the Parties acknowledge that the indemnification obligations in this section IV.B of Part XIII of Attachment A apply to the subject matter addressed herein. County acknowledges that CalOptima is using Intergovernmental Transfer Funds to fund the Homeless Health Initiative Vaccine Incentive Program. County will without delay defend, hold harmless and indemnify CalOptima from and against any and all third party claims and liabilities that result from recapturing, recoupment or repayment of the IGT Funds (including reasonable attorneys' fees and reasonable expenses) and any amounts for fines, assessments, sanctions and/or civil penalties assessed or imposed, due to a disallowance of the IGT Funds by DHCS and/or the Centers for Medicare and Medicaid Services ("CMS") but only to the extent caused by County's Unauthorized Use as defined in section IV.A of Part XIII of Attachment A. Such claims and liabilities include, without limitation, attorneys' fees and reasonable expenses incurred to respond to informal or formal communications (*e.g.*, subpoenas) from DHCS, CMS and/or other regulatory or law enforcement agencies. Acceptance by CalOptima of any insurance certificates and endorsements required under the Contract does not relieve County from liability under the indemnification obligation herein. This provision shall

apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

- C. Subcontracts. County shall assure that all subcontracts are in writing and include any requirements of this Attachment A, Part XIII that are appropriate to the service or activity and assure that the Subcontract shall not terminate legal liability of County under this Attachment A, Part XIII.
- D. Termination. This Attachment A, Part XIII shall terminate on December 31, 2021, unless sooner terminated as provided in this Contract; if the Homeless Health Initiative Vaccination Incentive Program funds are exhausted; or if the IGT 8 funds are recouped by DHCS or CMS.



**ATTACHMENT B – AMENDMENT 79**

**COMPENSATION**

**I. COMPENSATION**

**A. ~~General Compensation~~ Medi-Cal Program**

1. With the exception of the services and reimbursement rates specified in Section I.B of this Attachment B – Amendment 79, 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. CalOptima and County may mutually agree, in writing, to modify Attachment B—Amendment 7 of this Contract.~~ **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.
- 1 Prior authorization rules apply for payment of services.
- 2 Medicare billing rules and payment Policies and guidelines for billing and payment will apply.
- 3 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:

1. “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.
2. County shall utilize current payment codes and modifiers for Medicare.
3. CPT or HCPC codes not contained in the Medicare fee schedule at the time of service are not reimbursable.
4. 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>	<u><b>Medi-Cal:</b></u> PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network members.	<u><b>Medi-Cal:</b></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.
<b>HIV and STD Services (17<sup>th</sup> Street Testing, Treatment and Care)</b>	<p><u><b>Medi-Cal:</b></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.</p> <p><u><b>PACE:</b></u> County will bill CalOptima for HIV testing and counseling services, and STD Services provided to PACE Members.</p>	<p><u><b>Medi-Cal and PACE:</b></u> CalOptima will pay claims submitted for <u>Medi-Cal and PACE</u> Covered Services provided at 17<sup>th</sup> Street Testing, Treatment and Care to CalOptima Direct Medi-Cal Members <u>and to PACE Members, respectively.</u></p> <p><u><b>Medi-Cal:</b></u> 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
<p><b>Adult Immunizations</b></p>	<p><b><u>Medi-Cal:</u></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><u>PACE:</u></b> County will bill CalOptima for Medicare covered adult immunizations provided to CalOptima PACE Members.</p>	<p><b><u>Medi-Cal:</u></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><u>PACE:</u></b> CalOptima will reimburse County for Medicare covered adult immunizations provided to CalOptima PACE Members.</p>
<p><b>Pediatric Preventive Services</b></p>	<p><b><u>Medi-Cal:</u></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><u>Medi-Cal:</u></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>
<p><b>Services provided at Orangewood</b></p>	<p><b><u>Medi-Cal:</u></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><b><u>Medi-Cal:</u></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</p>

CATEGORY	County	CalOptima/Health Networks
	County/JHS -Orangewood shall bill Health Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.	Orangewood.  CalOptima or the member's Health Network shall pay claims for medically necessary services to County/JHS - Orangewood at CalOptima fee-for-services rates.  CalOptima or the member's Health Network shall reimburse providers to whom County/JHS – Orangewood has referred Orangewood residents for medically necessary services at CalOptima fee-for-services rates.
<b>Public Health Lab Services</b>	<u>Medi-Cal:</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>Medi-Cal:</u> 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>	<u>Medi-Cal:</u> County will bill CalOptima for the select HHP services listed below, for CalOptima Direct Members via invoice.  1. Targeted Engagement Services 2. Housing Services  County shall not bill CalOptima for HHP services provided to a Medi-Cal member assigned to Health Network. If a Health Network refers one of their assigned Medi-Cal members to County for HHP services, County will bill the appropriate Health Network for the HHP services. County's arranged reimbursement rates with Health Network shall apply.	<u>Medi-Cal:</u> CalOptima will pay County for invoices submitted for the select HHP services listed below provided to CalOptima Direct Members.  1. Targeted Engagement Services 2. Housing Services

**ATTACHMENT C**

**STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH CARE SERVICES**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Contractor  
Contract / Grant Number

\_\_\_\_\_  
Printed Name of Person Signing for Contractor  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Contractor, please return to:

Department of Health Care Services  
Medi-Cal Managed Care Division  
MS 4415, 1501 Capitol Avenue, Suite 71.4001 P.O.  
Box 997413  
Sacramento, CA 95899-7413

**ATTACHMENT D**

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB

0348-0046

<p>1. Type of Federal Action: contract grant cooperative agreement loan loan guarantee loan insurance</p>	<p>2. Status of Federal Action: bid/offer/application initial award post-award</p>	<p>3. Report Type: initial filing material change For Material Change Only: Year _____ quarter _____ date of last report</p>
<p>4. Name and Address of Reporting Entity: Tier Prime Subawardee, if known:  Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, If known:</p>
<p>6. Federal Department/Agency:</p>		<p>Federal Program Name/Description:  CDFA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p>
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):  (attach Continuation Sheets(s))</p>		<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>
<p>Amount of Payment (check all that apply): \$ _____ actual _____ planned _____</p>		<p>13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____</p>
<p>Form of Payment (check all that apply): a. cash b. in-kind, specify: Nature</p>		
<p>Value</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: Yes No</p>		
<p>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</p>		<p>Signature:</p>
		<p>Print Name:</p>
		<p>Title:</p>
		<p>Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-</p>

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.



**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.