



# PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director / Dr. Jason Eberhart-Phillips, Health Officer  
931 Spring Street, Placerville, CA 95667 (530) 621-6120 / Fax (530) 626-4713

August 14, 2006

Michael Koch, Executive Director  
CaliforniaKids Healthcare Foundation  
5200 Lankershim Blvd., Suite 360  
North Hollywood, CA 91601

**Subject: Extension of Agreement between El Dorado County and CaliforniaKids Healthcare Foundation to Provide Healthcare Coverage for Uninsured Children**

Dear Michael:

Per the extension option in **Article II, Term** of our Agreement, #460-PHD0605, regarding the provision of healthcare coverage to qualified uninsured children in El Dorado County, I hereby recommend we extend the current contract for an additional one-year period, ending September 19, 2007. All other provisions of our original Agreement are to remain in full force and effect. If you agree to this extension, please sign and return this letter to me indicating concurrence. An additional signature attesting to your authority to sign this letter is also necessary and can be provided by your CFO or the like.

Sincerely,

Gayle Erbe-Hamlin, Director  
El Dorado County Public Health Department

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The CaliforniaKids Healthcare Foundation does hereby agree that this letter extends Agreement #460-PHD0605 for an additional one year period, ending September 19, 2007, and that all other provisions of our original Agreement are to remain in full force and effect.

Michael Koch, Executive Director  
CaliforniaKids Healthcare Foundation

CaliforniaKids Healthcare Foundation

Date: 9/15/06

Date: 11/14/06

# AGREEMENT FOR SERVICES

#460-PHD0605

## CaliforniaKids Healthcare Foundation

### HEALTHCARE FOR UNINSURED CHILDREN

**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and CaliforniaKids Healthcare Foundation, a California Non Profit Public Benefit Corporation, qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 5200 Lankershim Boulevard, Suite 360, North Hollywood, California 91601, (hereinafter referred to as "Contractor");

#### W I T N E S S E T H

**WHEREAS**, in March, 2003, the Board of Supervisors approved the Health Alliance Strategic Planning Report which included 3 Action Plan Areas regarding improving access to health care services, especially for children; and

**WHEREAS**, a major goal stated in Action Area 1 was that of assuring that every El Dorado County child has affordable access to health care and included funding to be used for a children's health insurance program for those low income families who do not qualify for other programs offered today, such as Medi-Cal or Healthy Families; and

**WHEREAS**, County has identified a qualified contractor to coordinate and implement a children's health care program that provides access to preventive and primary outpatient health care services for the children who meet the requirements for this new program; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

**Scope of Services:** Contractor agrees, by September 15, 2005, to coordinate, implement, and assume operational responsibility for a children's health care program that provides preventive and primary outpatient health care services, a medical advice line, dental, vision, and behavioral health coverage for qualifying El Dorado County low income families per *Attachment A* and as described below:

- These services will be offered to children 2 through 18 years of age not eligible for Medi-Cal or Healthy Families up to 300% of Federal Poverty Level. Children must not be married, must reside full-time with their applying parents(s) or guardian(s), and if school age, must be attending school.
- Contractor will subcontract with the following organizations to provide health care program services:
  - Blue Cross of California for preventive, primary outpatient, prescription drug coverage
  - Safeguard for dental and vision coverage
  - Holman Group for behavior health coverage
  - McKesson for nurse advice line
- Contractor will provide advance notification of no less than three months should any of the contracting organizations change or the benefit coverage be altered
- Contractor is responsible for application review and will train and work with County designated staff for enrollment/membership activities.
- County will pay the difference between the family's premium and Contractor's total charge for the family's coverage
- County Department of Public Health will be responsible for the collection of the member's first two months of premium payment at the time of initial enrollment and Contractor will be responsible thereafter. County will forward premiums collected to Contractor along with enrollment forms. If a member's premium payment is delinquent by 30 days, Contractor agrees to notify County by the 15<sup>th</sup> of the following month so that retention issues can be explored and addressed. Should a member have two months with no premium payment made, the member will be disenrolled. County will be responsible for the member's two months missed premium.
- Premium invoicing, tracking and monitoring will be managed by Contractor.
- Contractor will invoice County quarterly for children enrolled in the program for the previous three months of coverage showing total premium collected and amount due from County.
- Contractor will provide monthly to County a comprehensive list of children currently enrolled to include the following demographic data: age breakdown (2-5, 6-12, 13-18), gender, and location by zip code. The report will also include a list of children disenrolled.
- Contractor will provide County with other reports as agreed/negotiated with County staff.
- Contractor will ensure health care benefits are active no later than six weeks after receipt of the completed enrollment form.

- County will assume responsibility for assignment to a primary care provider.
- Contractor will assure that Blue Cross sends to each participating medical group/provider, monthly eligibility lists and payment.
- Contractor is responsible for assuring identification cards are sent to members.
- Contractor and County will work collaboratively regarding public relations activities.
- Contractor will provide current and accurate marketing and enrollment materials. Contractor will work with County to co-brand materials as mutually agreed.
- Contractor will work with County and the program subcontractors to ensure optimum safety net provider network coverage countywide and on an ongoing basis
- Contractor and County will provide up to 500 eligible children with health care program coverage.

## **ARTICLE II**

**Term:** This Agreement is effective upon signature and shall continue in effect for one (1) year unless cancelled by either party per Articles VII and VIII herein. This Agreement may be extended for up to two additional one-year periods upon written agreement by the parties a minimum of 30 days in advance of this Agreement's expiration.

## **ARTICLE III**

**Compensation for Services:** Contractor's current base charge per member per month is \$54.00. The member will be responsible for a premium payment equivalent to the Healthy Families Program premium payment between \$15 -\$45 per month per child depending on the number of children in the family. County will pay the difference between the Healthy Families premium and Contractor's \$54.00 monthly charge. The base charge per member per month may fluctuate over the one-year term; however, in no instance shall it increase more than a total of 10% from the base rate given herein over the one-year term of this Agreement.

Contractor will invoice County on a quarterly basis for the previous three months of coverage for children enrolled in the program and provide detail/backup as required by County. Such detail may include listings with family name, account number, number of children enrolled by family, gross amount for coverage, less family premium, missed premium payments for disenrolled families, net payment due from County by family, and total amount due from County for all children's health coverage this quarter. Payment for services provided by this Agreement shall not exceed \$234,000 per fiscal year.

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## ARTICLE VI

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## ARTICLE VII

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE VIII

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement



unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part for any reason, upon ninety (90) calendar days written notice to the other. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, certified, return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR (or to such other location as County directs).

Notices to Contractor shall be addressed as follows:

CALIFORNIAKIDS HEALTHCARE FOUNDATION  
5200 LANKERSHIM BOULEVARD, SUITE 360  
NORTH HOLLYWOOD, CALIFORNIA 91601  
ATTN: MICHAEL KOCH (or to such other location as the contractor directs).

**ARTICLE X**

**Indemnity:** To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XI

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.



#### ARTICLE XIV

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### ARTICLE XV

**Taxpayer Identification / Form W9:** All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

#### ARTICLE XVI

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

#### ARTICLE XVII

**Non-Discrimination:** Contractor shall comply with the non-discrimination requirements described in *Attachment B*, attached hereto and incorporated herein.

#### ARTICLE XVIII

##### **Confidentiality:**

- A. Contractor agrees to comply and require its employees to comply with the provisions of Title 22, California Code of Regulations, Section 51009, and Welfare and Institutions Code, Section 14100.2, to assure that all records concerning an individual made or kept by the Contractor in connection with this Agreement shall not be open to examination for any purpose not directly connected with the administration of the services being provided by this Agreement.
- B. No person will publish or disclose, or use or permit or cause to be published, disclosed, or used any confidential information pertaining to an application or recipient.
- C. Contractor shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions and that any person knowingly and intentionally violating the said provisions of state law is guilty of a misdemeanor.

#### ARTICLE XIX

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

#### ARTICLE XX

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**COUNTY OF EL DORADO**

By: Charlie Paine  
Charlie Paine, Chairman  
El Dorado County Board of Supervisors

Date: 9-20-05

Attest:  
Cindy Keck, Board Clerk

By: Stephyn Tyler  
Deputy Clerk 9-20-05

**CONTRACTOR**

By: Michael Koch  
Michael Koch, Executive Director  
CaliforniaKids Healthcare Foundation

Date: 8/23/05


**SafeGuard SCHEDULE OF BENEFITS**
**VISION PLAN****CK115D1010**

This vision plan includes in and out-of-network benefits and those benefits are listed below. You can visit a network provider and receive a comprehensive exam, standard lenses and a wide selection of frames for low co-payments. If you choose to see an out-of-network provider, you will be reimbursed for services as indicated in the "Out-of-Network Coverage" section of this Schedule. When you enroll, you will receive an ID card and Certificate of Insurance. Please refer to your Certificate for details on the processes and administration of your coverage.

Frequency (months)	Exam	Lens	Frames	Contacts
	12	12	24	12

	In-Network Coverage (Using a Network Provider)	Out-of-Network Coverage (Using a Non-Network Provider)
<b>Basic Coverage</b>	<b>Exam Co-payment</b> \$10 <b>Material Co-payment</b> \$10 The co-payment covers all of the following at 100%: Comprehensive Exam, Standard Lenses, Selected Frames <ul style="list-style-type: none"> <li>• Single Vision</li> <li>• Bifocal (FT-25, FT-28, Round)</li> <li>• Trifocal (7 x 25, 7 x 28)</li> </ul>	<b>Exam Reimbursement</b> \$45 If you visit a non-network provider, you will be responsible for the provider's usual charge. Upon receipt of your claim, you will be reimbursed the amount noted above.
<b>Lens Allowance</b>	If you wish to purchase lenses not covered at 100%, you will be responsible for the difference between the provider's usual charge and the credit described below less a 20% discount: <ul style="list-style-type: none"> <li>• Single Vision \$52 per pair</li> <li>• Bifocal \$63 per pair</li> <li>• Trifocal \$75 per pair</li> </ul>	You will be responsible for the provider's usual charge for lenses. Upon receipt of your claim, you will be reimbursed the amount noted below. <ul style="list-style-type: none"> <li>• Single Vision \$45 per pair</li> <li>• Bifocal \$60 per pair</li> <li>• Trifocal \$70 per pair</li> </ul>
<b>Frame Allowance</b>	<b>\$115 Retail Credit</b> If you wish to purchase a frame not fully covered by the plan, you will be responsible for the difference between the retail price and the frame credit listed above less a 20% discount.	<b>\$65 Reimbursement</b> You will be responsible for the provider's usual charge for frames. Upon receipt of your claim, you will be reimbursed the amount noted above.
<b>Contact Lens Allowance</b>	<b>Non-Medically Necessary Credit</b> \$105 <b>Medically Necessary Credit</b> \$500 If you wish to purchase contact lenses rather than frames and lenses, you will be responsible for the difference between the provider's usual charge and the credit listed above, less a 20% discount (discount does not apply to disposable lenses).	<b>Non-Medically Necessary Reimbursement</b> \$105 <b>Medically Necessary Reimbursement</b> \$250 You will be responsible for the provider's usual charge for contact lenses. Upon receipt of your claim, you will be reimbursed the amount noted above.

Vision programs are underwritten by SafeHealth Life Insurance Company

CDT4 Procedure Code	Description	Copay
D0120	Periodic oral exam	\$0
D0140	Limited oral evaluation (problem focused)	\$0
D0150	Comprehensive oral evaluation	\$0
D0210	Intraoral - complete series (including bitewings)	\$0
D0220	Intraoral - periapical (first film)	\$0
D0230	Intraoral - periapical (each additional film)	\$0
D0270	X-rays bitewing - single film	\$0
D0272	Bitewing - two films	\$0
D0274	Bitewing - four films	\$0
D0330	Panoramic film	\$0
D1110	Prophylaxis - adult	\$0
D1120	Prophylaxis - child	\$0
D1201	Topical application of fluoride including PXS - child	\$0
D1310	Dietary planning/nutritional counseling	\$0
D1330	Oral hygiene instruction	\$0
D1351	Sealant - per tooth	\$0
D2140	Amalgam - one surface, primary or permanent	\$0
D2150	Amalgam - two surfaces, primary or permanent	\$0
D2160	Amalgam - three surfaces, primary or permanent	\$0
D2161	Amalgam - four surfaces, primary or permanent	\$0
D2330	Resin - anterior, one surface	\$0
D2331	Resin - anterior, two surfaces	\$0
D2332	Resin - anterior, three surfaces	\$0
D2335	Resin - anterior, four or more surfaces w/incisal angle	\$0
D2930	Stainless steel, primary	\$0
D2931	Stainless steel, permanent	\$0
D3230	Pulpal Therapy - resorbable filling	\$5
D3240	Pulpal Therapy - resorbable filling - posterior	\$5
D7140	Extraction, erupted tooth or exposed root	\$0
D9110	Palliative (emergency) treatment of dental pain	\$0



Blue Cross

### MEDICAL CARE THAT IS COVERED

Subject to the co-payments in the SUMMARY OF BENEFITS, the requirements set forth under HOW TO OBTAIN CARE and the exclusions or limitations listed under YOUR OUTPATIENT MEDICAL BENEFITS: MEDICAL CARE THAT IS NOT COVERED, we will provide benefits for the following services and supplies:

**Outpatient Hospital Services.** The following outpatient services and supplies provided by a hospital:

1. *Emergency room use*; supplies and ancillary services.
2. Care received when outpatient surgery is performed. Covered services are operating room use, supplies and ancillary services.
3. Drugs and medicines approved for general use by the Food and Drug Administration, which are supplied by the hospital.

### Professional Services

1. Services of a *physician*, limited to one visit per day, including:
  - a. Office visits for a covered illness, injury or condition;
  - b. Visits to the *member's* home within the *medical group* area, by a *primary care physician*, at that *physician's* discretion.
2. Services of an anesthesiologist (M.D.) or anesthetist (C.R.N.A.).

**Outpatient Surgery.** Outpatient surgery, including reconstructive surgery to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or creating a normal appearance.

**Ambulance.** The following ambulance services:

1. Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground service to transport you to and from a hospital.
2. Emergency services or transportation services provided by a licensed ambulance company for ground service that is provided to you as a result of a "911" emergency response system\* request for assistance if you have an emergency medical condition requiring ambulance transport.

3. Base charge, mileage and non-reusable supplies of a licensed air ambulance company to transport you from the area where you are first disabled to the nearest hospital where appropriate treatment is provided if, and only if, such services are *medically necessary* and ground ambulance service is inadequate.

4. Monitoring, electrocardiograms (EKGs; ECGs), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance service. An appropriately licensed person must render the services.

\* If you have an emergency medical condition that requires ambulance transport services, please call the "911" emergency response system if you are in an area where the system is established and operating.

**Diagnostic Services.** Outpatient diagnostic radiology and laboratory services.

**Blood.** Blood transfusions, including blood processing and the cost of unplaced blood and blood products. Charges for the collection, processing and storage of self-donated blood are covered, but only when specifically collected for a planned and covered outpatient surgical procedure.

### Routine Examinations

1. *Physician's* examinations, including complete physical examinations and check-ups, when ordered by your *primary care physician*.
2. Hearing examinations.

**Vision Examinations.** Vision screening for determining *medical necessity* of a vision examination. Evaluation with initiation of diagnostic and treatment programs and refractions if authorized by the *primary care physician*.

**Immunizations.** Immunizations, when prescribed by your *primary care physician*: (1) for children, in accordance with the recommendations of the American Academy of Pediatricians; and (2) for adults, as recommended by the U.S. Public Health Services.

**Allergy.** Allergy testing (including sera) and *physician's* services.

## MEDICAL CARE THAT IS NOT COVERED

No benefits are provided for or in connection with any of the items below. (The titles given to these exclusions and limitations are for ease of reference only; they are not meant to be an integral part of the exclusions and limitations and do not modify their meaning.)

**Unauthorized Services.** Any services not authorized by your *primary care physician* or *medical group*.

**Inpatient Care.** Any inpatient stay and related services, inpatient services and/or supplies.

**Not Medically Necessary.** Services or supplies that are not *medically necessary*, as defined.

**Experimental or Investigative.** Any *experimental* or *investigative* procedure or medication.

**Self-Inflicted.** Illness or injury that is self-inflicted.

**Crime or Nuclear Energy.** Conditions that result from: (1) your commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for treatment of illness or injury arising from such release of nuclear energy.

**Not Covered.** Services received before your *effective date*. Services received after your coverage ends, except as specifically stated under EXTENSION OF BENEFITS.

**Services Provided by Non-Participating Providers.** Any services provided by a *non-participating provider*, except for referral, *emergency services*, and *urgent care* as specifically stated in HOW TO OBTAIN CARE: REFERRAL CARE, EMERGENCY CARE, URGENT CARE, and AWAY FROM HOME CARE.

**Excess Amounts.** Any amounts in excess of *customary and reasonable* charges for *out-of-area services*.

**Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if you do not claim those benefits.

**Health Education.** Selected health education programs when provided by your *primary care physician* or your *medical group*.

**Outpatient Rehabilitative Care.** Professional services provided for any type of rehabilitative care such as physical therapy, occupational therapy or speech therapy, up to 15 visits per *calendar year* for each illness or injury beginning with the first treatment for that illness or injury. Your *primary care physician* makes the decision as to when each new illness or injury began. (Rehabilitative services may be administered either concurrently or consecutively.)

If there is a dispute or substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, benefits will be provided subject to our right of recovery and reimbursement under California Labor Code Section 4903, and as described in REIMBURSEMENT FOR ACTS OF THIRD PARTIES.

**Government Treatment.** Any services provided by a local, state or federal government agency, except when payment under this *plan* is expressly required by federal or state law.

**Services of Relatives.** Professional services received from a person who lives in your home or who is related to you by blood or marriage.

**Voluntary Payment.** Services for which you are not legally obligated to pay. Services for which you are not charged. Services for which no charge is made in the absence of insurance coverage, except services received at a non-governmental charitable research *hospital*. Such a *hospital* must meet the following guidelines:

1. It must be internationally known as being devoted mainly to medical research;
2. At least 10% of its yearly budget must be spent on research not directly related to patient care;
3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. It must accept patients who are unable to pay; and
5. Two-thirds of its patients must have conditions directly related to the *hospital's* research.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the *member* and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Not Specifically Listed.** Services not specifically listed in this *plan* as covered services.

**Radiation Therapy.** Radiation therapy, chemotherapy and hemodialysis.

**Mental or Nervous Disorders.** Hyperkinetic syndromes, learning disabilities, behavioral problems, mental retardation or autistic disease of childhood. *Mental or nervous disorders* or substance abuse.

**Nicotine Use.** Smoking cessation programs or treatment of nicotine or tobacco use.

**Orthodontia.** Braces, other orthodontic appliances or orthodontic services.

**Dental Services or Supplies.** Dental plates, bridges, crowns, caps or other dental prostheses, dental services, extraction of teeth, or treatment to the teeth or gums. Cosmetic dental surgery or other dental services for beautification.

**Hearing Aids.** Hearing aids or the fitting of hearing aids.

**Optometric Services or Supplies.** Optometric services except for except for eye examinations to determine the need for vision correction. Eyeglasses or contact lenses are covered under your Vision Service Plans.

**Occupational Therapy.** Occupational therapy, except as specifically stated in the "Outpatient Rehabilitative Care" provision of YOUR OUTPATIENT MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

**Speech Therapy.** Outpatient speech therapy except as stated in the "Outpatient Rehabilitative Care" provision of YOUR OUTPATIENT MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

**Cosmetic Surgery.** Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance.

This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance) performed on an outpatient basis, including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

**Obesity.** Services primarily for weight reduction or treatment of obesity. This exclusion will not apply to treatment of morbid obesity as determined by Blue Cross or your *medical group* if your *medical group* authorizes the treatment in advance as *medically necessary* and appropriate.

**Sex Transformation.** Procedures or treatments to change characteristics of the body to those of the opposite sex.

**Sterilization Reversal.** Reversal of sterilization.

**Infertility Treatment.** Any services or supplies furnished in connection with the diagnosis and treatment of *infertility*, including, but not limited to, diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal, and gamete intrafallopian transfer.

**Surrogacy.** Any services or supplies provided in connection with a surrogate pregnancy, i.e., the bearing of a child by another woman for an infertile couple.

**Pregnancy and Maternity Care.** Pregnancy or maternity care.

**Durable Medical Equipment.** Durable medical equipment, including, but not limited to, disposable sheaths and supplies, correction appliances or support appliances and supplies such as stockings.

**Orthopedic Supplies.** Orthopedic shoes.

**Air Conditioners.** Air purifiers, air conditioners, or humidifiers.

**Custodial Care or Rest Cures.** *Custodial care* or rest cures.

**Chronic Pain.** Treatment of chronic pain.

**Exercise Equipment.** Exercise equipment.

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Education or Counseling.** Educational services, nutritional counseling.

**Nutrition.** Food or nutritional supplements.

**Telephone and Facsimile Machine Consultations.** Consultations provided by telephone or facsimile machine.

**Acupuncture.** Acupuncture or acupressure.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Immunizations for Foreign Travel.** Immunizations for foreign travel.

**Automobile-Related.** All *emergency room* services related to an automobile accident.

**Routine Examinations.** Routine physical or psychological examinations or tests required by employment or government authority, or at the request of a third party such as a school, camp or sport affiliated organization.

Any other routine physical or psychological examination or test which does not directly treat an actual illness, injury or condition, except as specifically stated in the "Routine Examinations" provision of YOUR OUTPATIENT MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

**Diabetic Supplies.** Prescription and non-prescription diabetic supplies, except as specifically stated in "YOUR PRESCRIPTION DRUG BENEFITS" section of this booklet.

**Lifestyle Programs.** Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by your *primary medical group*.

**Nicotine Use.** Smoking cessation programs or treatment of nicotine or tobacco use. Smoking cessation drugs.



### When should you use the Family Assistance Program?

You can turn to the Family Assistance Program for help with anything that interferes with your child's life. For example, the FAP can help your child with:

- \* Difficulties at school
- \* Alcohol, drugs and other substance misuse or abuse
- \* Anxiety or depression
- \* Anger
- \* Difficulties with friends
- \* Coping with change
- \* Self-esteem issues
- \* Grief or bereavement

Call the FAP whenever you need help sorting through what's happening in your child's life. Call when you need a new perspective on things. Call when you need help identifying options and making an informed choice about what to do next. The Family Assistance Program is always there for you -even if it's in the middle of the night or on a holiday.

There are no charges for the Family Assistance Program. If the clinician refers you to additional resources for help, their charges, if any, would be your responsibility.

### When you call the Family Assistance Program

When you call the Family Assistance Program, a clinician will ask you to describe what's happening that's causing your concern. When the cause of the problem has been determined, you and the clinician will develop a mutually agreeable plan for your child to deal with his/her situation.

### Family Assistance Program



CaliforniaKids  
1-800-321-2843

### The Holman Group

"Life is a series of surprises"

-Ralph Waldo Emerson

CaliforniaKids Healthcare Foundation has arranged for The Holman Group to provide behavioral health services to children enrolled in the CaliforniaKids Program. This program is called the Family Assistance Program and it is designed to help your child successfully deal with life's problems.

### What is the Family Assistance Program?

The Family Assistance Program (FAP) is a confidential counseling and referral service that can help your child successfully cope with life's challenges. The FAP provides:

- \* Face-to-face evaluations with a licensed clinician at an office convenient to your location. All calls and counseling sessions are confidential.
- \* Easy access to services and crisis counseling 24 hours a day, seven days a week via a toll-free telephone number.

When you call the FAP, a behavioral health clinician will listen to you and your child's concerns. He or she will work with you in sorting through your options and will help you access one of our family assistance providers located in your area.



Advice Nurse

## Audio Health Library

**PRESS 1 THEN THE 4 NUMBERS WHICH MATCH TO THE TOPIC YOU WISH TO HEAR.**

Breastfeeding	1252
Fever: treatment	1253
Chickenpox	1254
Respiratory emergencies in children	1255
Colic	1257
Croup	1258
Reyes Syndrome	1259
Dehydration	1260
Diaper rash	1261
Child nutrition	1262
Earaches in children	1264
Growth and development	1268
Hyperactivity	1271
Impetigo	1272
Lice	1273
Measles	1274
Mumps	1275
Childhood obesity	1276
Hives (rash)	1278
Immunization	1279
Intestinal worms or parasites	1280
Premature infants	1281
Ringworm	1282
Scabies	1285
Nightmares: why do children have them?	1286
SIDS (Sudden Infant Death Syndrome)	1287
Teething and canker sores	1288
Bowel incontinence	1290
Kidney and urinary tract infections	1291

*California Kids*

**1-800-552-6877**

*Personal Health Advisor®*

**When your child gets sick or is hurt ...**

**... call Personal Health Advisor, and press 2 to speak to a nurse.**

The nurse will ask you some questions about your child's problem. Tell the nurse where the child is hurting, how he or she looks, and what the child is feeling.

The nurse will be able to help you decide if you should:

- Take your child to the hospital.
- Take your child to the doctor.
- Care for your child at home.

The nurse will call you back to see if your child is feeling better.

Si usted desea esta información en español, por favor llame a California Kids al (818) 461-1400

## Attachment B

### NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

- A. Contractor certifies under the laws of the State of California that the Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability. Contractor shall make its program accessible to persons with disabilities. Contractor shall operate in accordance with State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- B. For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- C. Complaint Process – Contractor shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform clients that:
1. Complaints may be filed with the County Administrator or the U.S. Department of Health and Human Services, Office of Civil Rights.
  2. In those cases where the client's complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the County Administrator conduct the investigation.
  3. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied with the decision, may file an appeal with the Office.

- D. Accessibility – If the Contractor employs more than 15 staff members, it must:
1. Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses federal or state accessibility laws or regulations.
  2. Designate at least one employee as the person responsible for: 1) implementing an internal accessibility program to ensure persons with disabilities have access to the Contractor's facility; and 2) receiving and resolving complaints that allege violation of federal or state accessibility laws or regulations.
- E. Retaliation - Neither Contractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or State law.