

**COUNTY OF EL DORADO
LOCAL HEALTH DEPARTMENT
MEDI-CAL MANAGED CARE AGREEMENT**

THIS AGREEMENT is 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 KP CAL, LLC, a non-profit California corporation, hereinafter referred to as "CONTRACTOR". This Agreement is effective on the latest execution date by the parties authorized signatory hereto.

RECITALS

WHEREAS, COUNTY and CONTRACTOR have complementary objectives to promote the health of the general population; and

WHEREAS, COUNTY is charged by State law and El Dorado County Code with the provision of public health services to El Dorado County's residents; and

WHEREAS, COUNTY, through its various clinics and programs, carries out a broad and comprehensive public health program that includes public health services that encompass, as mandated by the State of California, a substantial range of personal health services and approved by the County Board of Supervisors, and a number of County-mandated regulatory services related to health; and

WHEREAS, CONTRACTOR has entered into an Agreement with the State of California under the provisions of Division 9, Part 3, chapter 7, Article 2.91 ("Geographic Managed Care") of the Welfare and Institutions Code (W&I) to arrange certain health care services to enrolled Medi-Cal residents of El Dorado County (hereinafter referred to as "Members"); and

WHEREAS, CONTRACTOR'S Agreement with the State of California requires the execution of a subcontract with the local health department in El Dorado County to coordinate certain health care services for Members; and

WHEREAS, COUNTY and CONTRACTOR wish to set forth in this Agreement the scope of services to be provided and the responsibilities of both parties, as well as requirements and procedures for billing and reimbursements, reporting responsibilities, and medical records management, to arrange coordinated health care services to Members; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

WHEREAS, the El Dorado County Board of Supervisors authorizes the Director of Department of Health & Human Services (DHHS) to enter into an Agreement with CONTRACTOR to provide specialty medical services for the COUNTY'S medically vulnerable health programs, and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the DHHS has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

- I. **SCOPE OF SERVICES**
COUNTY and CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

- II. **TERM**
This Agreement shall be effective and commence as specified above in paragraph 1 and shall end on June 30, 2019. CONTRACTOR shall schedule and COUNTY shall begin attending meetings no later than ninety (90) days before the expiration of the term of the Agreement, to review, update and/or renegotiate this Agreement as mutually agreed.

- III. **NOTICE**
Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Health and Human Services Agency
County of El Dorado
3057 Briw Road, Suite A
Placerville, CA 95667
Attn: Contracts Unit

TO CONTRACTOR

KP Cal, LLC
Nathaniel L. Oubre, Jr., California V.P. Medi-Cal, CHIP
& CHC, Kaiser Foundation Health Plan, Inc.
1800 Harrison St., 25th Floor
Oakland, CA 94612-3404

Courtesy Copy:
Executive Director, Medi-Cal Strategy and Operations,
Norther California
Kaiser Permanente Regional Offices
1950 Franklin Street, 19th Floor
Oakland, CA 94612

Courtesy Copy:
Director, California Medi-Cal and State Sponsored
Programs (CMSSP)
Kaiser Foundation Health Plan, Inc.
3100 Thornton Ave., Burbank, CA 91504-3183

Courtesy Copy:
Director, Geographic Managed Care
Kaiser Permanente
3240 Arden Way
Sacramento, CA 95825

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer RN MN PHN, Public Health Nursing Director, or successor.

V. COMPLIANCE WITH LAWS

COUNTY and CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

VI. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in El Dorado County, California.

VII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income

which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

VIII. SUBMISSION AND PAYMENT OF CLAIMS

COUNTY shall submit claims that are CONTRACTOR's payment responsibility in accordance with Exhibit B.

IX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the County Department of Health and Human Services, or his/her designee.

X. TERMINATION

A. Either party may terminate this Agreement without cause upon thirty (30) calendar day's written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by a party and it is later determined that the other party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. Either party may terminate this Agreement for cause upon ten (10) days written notice to the other party should the other party materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. If notice of termination for cause is given by a party and it is later determined that the other party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

XI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, COUNTY AND CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY nor CONTRACTOR shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and

delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XIV. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, and C attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized signatory as of the day and year indicated below.

Requesting Contract Administrator Concurrence:

By: Michael Ungeheuer
Michael Ungeheuer RN MN PHN
Community Public Health Nursing Division Manager
Health and Human Services Agency

Dated: 12/12/2016

Requesting Department Head Concurrence:

By: Patricia Charles-Heathers
Patricia Charles-Heathers, Ph. D
Director
Health and Human Services Agency

Dated: 12/12/16

COUNTY OF EL DORADO, a political subdivision of the State of California **KP CAL, LLC**

By _____
Ron Mikulaco, Chair
Board of Supervisors
"County"

Date: _____

By _____
Nathaniel L. Oubre, Jr., CA Vice-President Medi-Cal, CHIP & CHC

Date: _____

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____


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The additional provisions contained in Exhibits A, B, and C attached hereto are part of this Agreement and are incorporated herein by reference.

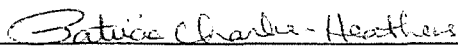
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized signatory as of the day and year indicated below.

Requesting Contract Administrator Concurrence:

By: 
Michael Ungeheuer RN MN,PHN
Community Public Health Nursing Division Manager
Health and Human Services Agency

Dated: 12/12/2016

Requesting Department Head Concurrence:


By: 
Patricia Charles-Heathers, Ph. D
Director
Health and Human Services Agency

Dated: 12/12/16

COUNTY OF EL DORADO, a political subdivision of the State of California **KP CAL, LLC**

By _____
Ron Mikulaco, Chair
Board of Supervisors
"County"

Date: _____

By 
Nathaniel L. Oubre, Jr., CA Vice-President Medi-
Cal, CHIP & CHC

Date: 1/5/17

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**EXHIBIT A to Agreement
Between
COUNTY OF EL DORADO
hereinafter referred to as "COUNTY", and
KP Cal LLC
hereinafter referred to as "CONTRACTOR"**

SPECIFIC PROGRAM SERVICES AND RESPONSIBILITIES OF EACH PARTY

SERVICE LOCATION(S)

Facility Name(s): KP CAL, LLC
Street Address: Multiple addresses and locations
City and Zip Code: Within El Dorado County

SERVICE PERFORMANCE MONITOR

Name and Title: Michael Ungeheuer RN MN PHN, Public Health Nursing Director
Organization: Health and Human Services Agency
Street Address: 941 Spring Street, Suite 4
City and Zip Codes: Placerville, CA 95667

I. PUBLIC HEALTH SERVICES INCLUDED IN AGREEMENT

CONTRACTORS are required to coordinate services with the Local Health Department. El Dorado County Department of Health and Human Services (DHHS) has four divisions (Public Health Services, Behavioral Health Services, Child Protective Services, and Senior & Adult Services). *These services are provided by the DHHS Primary Health Services and Public Health Divisions.* DHHS Behavioral Health Division has a separate Agreement for County Mental Health Plan.

The State of California Department of Health Services (DHCS) Medi-Cal Managed Care Division (MMCD) has All Plan or Policy Letters posted on the DHCS webpage:
<http://www.dhcs.ca.gov/formsandpubs/Pages/MMCDPlanPolicyLtrs.aspx>

The Geographic Managed Care (GMC) boilerplate contract is also posted which notes requirements for collaboration and coordination.
<http://www.dhcs.ca.gov/provgovpart/Pages/MMCDBoilerplateContracts.aspx>

*To be modified and completed as applicable	Primary Health Services (Samples included below)	Public Health (Samples included below)
Program Oversight	N/A	Public Health Nursing Director
Contract Monitor	Michael Ungeheuer RN MN PHN	Public Health Nursing Director
Key Meetings	Michael Ungeheuer RN MN PHN	Public Health Nursing Director

*To be modified and completed as applicable	Primary Health Services (Samples included below)	Public Health (Samples included below)
Programs <i>Not all of the programs are noted in this MOU. They are noted for reference.</i>		California Children Services – Child Health & Disability Program – Communicable Disease TB and STD Services Immunizations Public Health Laboratory Reproductive Health Maternal Child Adolescent Health (MCAH) Women, Infants and Children (WIC)

A. Family Planning Services

COUNTY will:

- Provide family planning services, at the Member’s request, without Prior Authorization from CONTRACTOR, as outlined in the following MMCD Policy Letters (PL) and All Plan Letters (APL):
 - PL 94-13 Family Planning Services in Medi-Cal Managed Care
 - PL 98-11 Family Planning Services in Medi-Cal Managed Care
 - APL 03-010 Medi-Cal Managed Care Plan Requirements for Provision of Contraceptive Drugs, Devices and Supplies
 - APL 16-003 Family Planning Services Policy for Contraceptive Supplies.
- Shall demonstrate reasonable efforts in coordinating services with participating providers, encourage Members to consent to release of confidential information to their PCP, and encourage Members to return to participating providers for continuity of care.
- Provide the specified services in accordance with MMCD Policy Letter 98-11, as described in this Section.
- Obtain informed consent for all contraceptives consistent with requirements of Title 22 CCR, Sections 51305.1 and 51305.3
- Provide medical records to Member’s PCP sufficient to allow CONTRACTOR’s participating provider to meet case management responsibilities, upon receipt of written request of medical records and the HIPAA compliant release of medical records signed by the CONTRACTOR’s Member.

Reimbursement: COUNTY shall submit claims that are CONTRACTOR’s payment responsibility in accordance with Exhibit B.

B. Sexually Transmitted Disease (STD) Services

Members may access *STD services* through COUNTY, family planning clinics, or through other community STD service providers. Members may access COUNTY clinics for diagnosis and treatment of a STD episode.

Services include provision of STD screening, laboratory testing, diagnosis, counseling/education and treatment for Members (age 12 and over), without Prior Authorization for diagnosis and treatment of STDs upon Member request.

COUNTY will:

- Conduct contact investigation on Members with STDs, according to COUNTY disease control priorities and staff availability, to refer sexual contacts for medical care, or provide treatment in the COUNTY clinic.
- Provide participating PCP with treatment information upon receipt of written request of medical records and the HIPAA compliant release of medical records signed by the Medi-Cal member.
- Submit medical records including treatment information to CONTRACTOR for dissemination to Member’s PCP for continuity of care and treatment follow-up. Members may sign a waiver refusing the release of their records to their PCP.

Additionally, the parties shall provide the specified services as described below in arranging STD services in the manner described in accordance with MMCD Policy Letter 96-09, “Sexually Transmitted Disease Services in Managed Care”.

Reimbursement: COUNTY shall submit claims that are CONTRACTOR’s payment responsibility in accordance with Exhibit B.

C. Immunizations

CONTRACTOR is responsible for arranging immunization services for Members according to the most recent Childhood Immunization Schedule approved by the Centers for Disease Control and Prevention (CDC) and published in the Morbidity and Mortality Weekly Report (MMWR).

CONTRACTOR maintains its own immunization registry and does not submit immunization data for all age groups.

COUNTY will:

- Provide immunization services, at the Member’s request, when the Member is determined to not be up-to-date at the time the Member presents to COUNTY. *Vaccines for which the member is found to be not up-to-date may be administered regardless of the reason for which the Member presents to COUNTY.* A Member will be considered up-to-date with regard to immunizations if he/she has received all immunizations for which he/she is eligible based on ACIP recommendations including following minimum intervals between vaccinations. A Member is eligible for an immunization at the earliest age specified by ACIP.
- May refer Member back to PCP for immunization services.
- Assess and document the immunization status of the Member by obtaining an immunization history from the Member, parent, or guardian. If the history is

unavailable or is unreliable, COUNTY should attempt, wherever possible, to obtain the immunization information from the Member's PCP. COUNTY shall attempt to verify the immunization history of Members in the CAIR, if parent has agreed to disclosure in CAIR, before contacting CONTRACTOR for information.

Reimbursement: CONTRACTOR shall reimburse COUNTY for the administration fee for immunizations given to Members. *CONTRACTOR is not required to reimburse COUNTY for an immunization provided to a Member who was already up to date.* As specified in Attachment 12 of the GMC boilerplate, CONTRACTOR shall require COUNTY to provide immunization records when immunization services are billed to CONTRACTOR. COUNTY shall submit claims that are CONTRACTOR's payment responsibility in accordance with Exhibit B.

D. Women, Infants, and Children Supplemental Nutrition Program ("WIC")

As outlined in Exhibit A, Attachment 11, Case Management and Coordination of Care of Contractor's Medi-Cal Agreement with the Department of Health Care Services, WIC services are not covered.

Contractor shall have procedures to identify and refer eligible Members for WIC services. As part of the referral process, Contractor shall provide the WIC program with a current hemoglobin or hematocrit laboratory value. Contractor shall also document the laboratory values and the referral in the Member's Medical Record.

Contractor, as part of its initial health assessment of Members, or, as part of the initial evaluation of pregnant Members, shall refer and document the referral of pregnant, breastfeeding, or postpartum Members or a parent/guardian of a child under the age of 5 to the WIC program as mandated by 42 CFR 431.635(c).

WIC REFERRAL INFORMATION:

- Refer pregnant women, women who have been pregnant within the last 6 months, and children under the age of 5 years.
- Women are eligible as soon as there is a positive pregnancy test.
 - Low to medium-income families (within 185% of the Federal Poverty Level) including working families can qualify. To take the online eligibility assessment or to check income tables go to:
<http://www.cdph.ca.gov/programs/wicworks/Pages/AboutWICandHowtoApply.aspx>
x Migrant farm workers are also encouraged to apply. To screen for eligibility and to make an appointment call WIC Program at (888)942-9675.
 - For County of El Dorado WIC locations go to:
http://www.edcgov.us/Government/HumanServices/Family_Services/WIC_Program.aspx
- To refer WIC eligible breastfeeding women for lactation support and assistance, call (530)621-6176 in Placerville and (530)573-3491 in South Lake Tahoe. Complete WIC Referral form for WIC participants. This includes hemoglobin test results, height and weight. This form is required by WIC on an annual or semi-annual basis depending on the lab results.
- For more information about County of El Dorado WIC please visit:
http://www.edcgov.us/Government/HumanServices/Family_Services/WIC_Program.aspx

E. Services Associated with the Treatment of Tuberculosis (TB)

1. Directly Observed Therapy (DOT)

The parties understand and agree that delivery of medication for DOT services are not covered by CONTRACTOR under the CONTRACTOR'S Medi-Cal Agreement and that CONTRACTOR will not be responsible for compensation of such services.

DOT is the direct observation of the ingestion of prescribed anti-tuberculosis medications by TB infected persons.

COUNTY:

- Is responsible for surveillance and investigation of all confirmed or suspected cases of TB. COUNTY monitors treatment provided by private physicians to ensure compliance with appropriate TB treatment protocols.
- In order to ensure compliance and completion of therapy, it is the recommendation of the El Dorado County Health Officer that all TB suspects and known active disease patients be placed on DOT. COUNTY provides DOT services to patients with active or latent (*if contact to active TB case*) tuberculosis receiving medical intervention by the PCP or local public health.

CONTRACTOR shall, in accordance with its Medi-Cal Agreement, provide the following:

- Contractor shall assess the risk of noncompliance for each Member who requires placement on anti-tuberculosis drug therapy.
 - The following groups of individuals are at risk for non-compliance for the treatment of TB:
 - Members with demonstrated multiple drug resistance (defined as resistance to Isoniazid and Rifampin);
 - Members whose treatment has failed or who have relapsed after completing a prior regimen;
 - Children and adolescents and individuals who have demonstrated noncompliance (those who failed to keep office appointments).
 - substance abusers, persons with mental illness, the elderly, persons with unmet housing needs, and persons with language and/or cultural barriers.
- Contractor shall notify COUNTY public health of all Members with active TB residing in the COUNTY for consideration of DOT.
- Contractor shall provide all Medically Necessary Covered Services to the Member with TB on DOT and shall ensure joint case management and coordination of care with the COUNTY LHD TB Control Officer or public health official.
- Is responsible for arranging screening of Members for possible TB infection or disease (active TB) and providing access to prompt diagnosis and treatment of TB infection (latent TB) following the latest TB diagnostic and treatment guidelines recommended by American Thoracic Society (ATS) and the CDC and the California TB Controllers Association (CTCA).

Participating providers may, at their discretion, treat patients with active or latent TB under the supervision of the COUNTY TB Controller. They may also request authorization from the

Member's Participating Provider Group (PPG) to refer Members with active or latent (only if direct contact to active TB case) TB to COUNTY for treatment.

Reimbursement: PLAN's contracting PPG will reimburse COUNTY for *all authorized services* (i.e., medications, initial evaluation, routine office visits, chest x-rays, and lab work) as outlined in the mutually agreed upon treatment plan submitted by COUNTY for the referred Member.

2. Management and Treatment of Active Tuberculosis

COUNTY will:

- Provide Case Management and/or treatment of active TB for Members as requested or appropriate.
- Case Manage and monitor treatment initiated by private physicians to ensure compliance with appropriate TB treatment protocols.

CONTRACTOR:

- Is responsible for arranging screening of Members for possible TB infection or disease (active TB) and providing access to prompt diagnosis and treatment of TB infection (latent TB) following the latest TB diagnostic and treatment guidelines recommended by ATS and the CDC, and CTCA.
- Participating providers may, at their discretion, treat patients with active TB under the supervision of the COUNTY TB Controller or request authorization from the Member's PCP to refer Members with active TB to COUNTY for treatment.

F. California Children's Services (CCS)

The parties understand and agree that treatment for CCS-eligible conditions *is not covered* by CONTRACTOR under the Medi-Cal Agreement and that CONTRACTOR is not responsible for compensation for such services from the date of referral to the CCS Program.

Additionally, the parties shall provide the specified services as described below in arranging CCS services in accordance with the MMCD Policy Letter 96-10, "Medi-Cal Managed Care Plans Whose Contracts Exclude California Children's Services".

COUNTY:

- CCS Program assumes case management responsibility of the CCS eligible condition and authorizes medically necessary care to be reimbursed on a FFS basis by the Medi-Cal Program once eligibility has been established.

CONTRACTOR:

- Shall continue to arrange primary care case management, coordination of services including transportation, and health care service other than those required for the CCS condition.
- Is responsible for identifying children with potential CCS eligible conditions and shall arrange for their timely referral to COUNTY CCS Program.
- And its participating providers provide case management of all services (primary care and specialty care) until eligibility has been established with the COUNTY CCS Program.

G. Maternal and Child Health (MCAH)

COUNTY:

- Provides leadership, coordination, planning, development and support of public health programs designed to ensure optimal maternal and infant outcome of pregnancy and related reproductive health services for low income women of childbearing age in El Dorado County, based on American College of Obstetrics and Gynecologists (ACOG) standards (currently in 7th edition) for obstetric care, and consistent with Comprehensive Perinatal Services Program (CPSP) standards outlined in Title 22, CCR, Sections 51348 and 51348.1, "Comprehensive Perinatal Services", for perinatal risk assessment and risk intervention protocols.

CONTRACTOR:

- Is responsible for covering obstetrical services to promote optimum perinatal care and pregnancy outcomes for Members. Participating prenatal care providers shall follow current American Academy of Pediatrics and ACOG "Guidelines for Perinatal Care" (current edition).
- Shall refer high risk prenatal and at risk post-natal women and infants to COUNTY public health based on criteria provided by COUNTY MCAH for follow-up and preventive health service intervention
- Shall make available comprehensive initial risk assessment that includes medical, nutrition, health education and psychological risks, to all pregnant women at the initiation of pregnancy-related service, followed by formal re-assessments each subsequent trimester and in the postpartum period, as well as Individualized Care Plans, consistent with standards outlined in Title 22, CCR, Sections 51348 and 51348.1, "Comprehensive Perinatal Services".

The parties agree to collaborate in arranging maternal and child health services in the manner described in the MMCD Policy Letter 96-01, "Obstetrical Care".

H. Child Health and Disability Prevention (CHDP) Program

COUNTY:

- Local COUNTY CHDP Program provides oversight for the screening and follow-up components of the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program preventative health services, diagnosis and treatment for low-income non-Medi-Cal eligible children and youth from birth through 18 years of age with family incomes at or below 200 percent of the federal poverty level.
- CHDP is also responsible for carrying out community activities which include planning, evaluation and monitoring, case management, informing, providing health education materials, provider recruitment, quality assurance, and client support services.
- Local COUNTY CHDP Program is also responsible for the oversight of the Health Care Program for Children in Foster Care (HPCFC).

CONTRACTOR:

- Is responsible for covering CHDP services to Members under the age of 21 years in accordance with Title 17, California Code of Regulations, Section 6800 et seq, CHDP Provider Information Notices and MMCD Policy Letter 96-12, "Pediatric Preventive Services".

- Is responsible for arranging for and paying for EPSDT supplemental services as defined in Title 22, CCR, Section 51184 and MMCD Policy Letter 96-07, "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Services".

I. Confidential HIV Counseling and Testing Services

COUNTY:

- Shall provide confidential HIV testing and counseling services to Members, at the Member's request, without seeking prior authorization of coverage from CONTRACTOR.

CONTRACTOR:

- Is responsible to reimburse the COUNTY for confidential HIV counseling and testing of its Members as outlined in MMCD Policy Letter 97-08, HIV Counseling and Testing Policy".
- Refer HIV positive or confirmed AIDS diagnosed COUNTY Members to Sierra Aids Foundation for in-community Ryan White Transitional Grant Area related services.

Additionally, the parties shall provide the specified services as described below in providing Confidential HIV Counseling and Testing services in accordance with the MMCD Policy Letter 97-08 "HIV Counseling and Testing Policy" and California Health and Safety Code Category 125107.

Reimbursement: COUNTY shall submit claims that are CONTRACTOR's payment responsibility in accordance with Exhibit B.

J Rabies post exposure prophylaxis

COUNTY:

- Shall provide follow-up contact investigation for COUNTY Members potentially exposed to rabies through contact with wild mammals, bats, unvaccinated domestic pets, or in situation of unprovoked bites where the animal cannot be located or observed
- COUNTY shall offer and administer rabies post exposure prophylaxis as recommended by the local health officer.

CONTRACTOR:

- Shall notify and refer to, COUNTY public health, COUNTY Members that have potential exposure to rabies as identified above.

Reimbursement: COUNTY shall submit claims that are CONTRACTOR's payment responsibility in accordance with Exhibit B.

**EXHIBIT B to Agreement
Between
COUNTY OF EL DORADO
hereinafter referred to as "COUNTY", and
KP Cal LLC
hereinafter referred to as "CONTRACTOR"**

REIMBURSEMENTS

I. SERVICES REQUIRING REIMBURSEMENT TO COUNTY

COUNTY and CONTRACTOR agree that due to the sensitive nature in treating public health conditions, and some patient's desire for confidentiality, COUNTY shall treat any CONTRACTOR member who requests any of the self-referral services identified in this Agreement.

Self-referral services include: Family planning services, Sexually Transmitted Diseases (STD) services, Confidential HIV testing and counseling services, Tuberculosis (TB) treatment, rabies post exposure prophylaxis and Immunization services. Because timely treatment and management of these conditions is essential, COUNTY will not refer clients to CONTRACTOR. COUNTY will inform members who exercise their right to self-referral services through the COUNTY of the importance of follow-up care with their CONTRACTOR primary care provider.

CONTRACTOR will reimburse COUNTY without prior authorization for self-referral services under this Agreement.

CONTRACTOR shall reimburse COUNTY for the following self-referral services covered under CONTRACTOR's El Dorado GMC Agreement when provided by COUNTY to CONTRACTOR'S Members in accordance with the terms and conditions of this Agreement:

- A. Family planning services
- B. STD services
- C. HIV testing and counseling services
- D. Administration of immunizations (but not the cost of immunizations)
- E. Medications for TB treatment
- F. Rabies post exposure prophylaxis

Remainder of this page intentionally left blank.

II. SERVICES WHICH MAY BE REIMBURSIBLE TO COUNTY

CONTRACTOR shall reimburse COUNTY for the following public health services covered under CONTRACTOR’s El Dorado GMC Agreement when provided by COUNTY to CONTRACTOR Members in accordance with the terms and conditions of this Agreement using current Medi-Cal fee-for service reimbursement rates:

Service	In accordance with:	Prior Authorization Required
Family Planning Services	MMCD Policy Letter 94-13, Family Planning Services in Medi-Cal Managed Care MMCD Policy Letter 98-11, Family Planning Services in Medi-Cal Managed Care MMCD APL 03-010, Medi-Cal Managed Care Plan Requirements for Provision of Contraceptive Drug Services and Supplies MMCD APL 16-003, Family Planning Services Policy for Contraceptive Supplies	MMCD PL 94-13 - No MMCD PL 98-11 - No MMCD APL – 03-010 – No MMCD APL 16-003 - No
Sexually Transmitted Disease (STD) Services	MMCD Policy Letter 96-09, Sexually Transmitted Disease Services in Medi-Cal Managed Care	No
Immunizations	KP Cal, LLC GMC El Dorado Agreement, Exhibit A, Attachment 8, Provision 12, Immunizations	No
Tuberculosis (TB)	KP Cal, LLC GMC El Dorado Agreement, Exhibit A, Attachment 10, Provision F, Tuberculosis (TB)	No
HIV Counseling and Testing Services	MMCD Policy Letter 97-08, HIV Counseling and Testing Policy	No
Rabies post exposure prophylaxis		No

III. COMPENSATION FOR SERVICES PROVIDED

A. The rate of payment for such services shall be at a minimum of the prevailing rate under the Medi-Cal Fee-For-Services (FFS) program at the time services are rendered. FFS rates are listed on the Medi-Cal Provider webpage: <http://files.medi-cal.ca.gov/pubsdoco/rates/rateshome.asp>

B. Billing and Payment under this Agreement shall be completed in the following manner:

1. COUNTY shall:

- a. Submit a claim on a HCFA 1500 or UB-92 form, one form per Member per visit.
- b. Submit a complete claim: 1) patient information including the Medi-Cal Identification Number; 2) Provider Information including National Provider Identifier (NPI); 3) applicable and current ICD-10 diagnosis and associated CPT procedure codes.
- c. COUNTY shall submit claims that are CONTRACTOR’s payment responsibility to the following address:

Kaiser Foundation Health Plan, Inc.,
P.O. Box 12923
Oakland, CA 94604-2923

2. CONTRACTOR shall:
 - a. Provide compensation within 45 working days after CONTRACTOR's receipt of COUNTY's complete claim for services rendered.
 - b. Notify COUNTY in writing within 45 working days if CONTRACTOR determines that a claim is incomplete or is to be contested. After receipt of the additional information, CONTRACTOR has 45 working days to complete reconsideration of the claim.
 - c. Advise COUNTY in writing of the process for mediating disputes that occur regarding reimbursement of services through CONTRACTOR's provider claims appeal system.
 - d. Not be responsible for reimbursement of any claim submitted beyond six months after the month of service.

C. ICD-10 Diagnosis Codes and CPT Procedure codes

1. ICD-10 Codes identified in Section III of this Exhibit C will be updated according to Medi-Cal code submission guidelines.
2. Changes to the ICD-10 Diagnosis Codes and the CPT procedure codes shall be submitted to the other party in writing by either COUNTY or CONTRACTOR and agreed to in writing by responding within 30 calendar days of the change notice date.

D. All COUNTY payments and fiscal correspondence shall be sent to the following addresses:

County of El Dorado
Health and Human Services Agency, Public Health Division
941 Spring Street, Suite 4
Placerville, CA 95667
Attn: Michael Ungeheuer

**EXHIBIT C to Agreement
Between
COUNTY OF EL DORADO
hereinafter referred to as "COUNTY", and
KP Cal LLC
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION AND PERMITS

- A. CONTRACTOR agrees to perform its responsibilities under this Agreement by using personnel that meet any applicable requirements specified in its Department of Health Care Services Geographic Managed Care Contract (DHCS GMC Contract).

II. CONFIDENTIALITY

- A. Notwithstanding any other provision of this Agreement, the parties agree that the names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with 42 CFR 431.300 et seq., Welfare and Institutions Code Section 14100.2, and regulations adopted thereto. For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to members shall be protected by the parties from unauthorized disclosure. The parties may release medical records in accordance with applicable law pertaining to the release of this type of information.
- B. With respect to any identifiable information concerning a member under this Agreement that is obtained by either party in the performance of its duties and responsibilities under this Agreement, the parties will not use any such information for any purpose other than carrying out the express terms of this Agreement. Further, the parties agree to comply with any other applicable laws and regulations governing the privacy and security of member confidential information.
- C. The parties will comply with Health Insurance and Portability Act (HIPAA) requirements when sharing information between COUNTY and CONTRACTOR. Both will pursue obtaining HIPAA consents from members/clients to allow sharing of medical information between them.

III. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client as required by CONTRACTOR's DHCS GMC Contract.

IV. AMENDMENTS

The parties may mutually agree to execute a written amendment to this Agreement.