MEMORANDUM OF UNDERSTANDING



BY:

between CALIFORNIA HEALTH AND WELLNESS PLAN and County of El Dorado, Health & Human Services Agency for COORDINATION OF SERVICES

WHEREAS, CHWP has executed or will execute a contract ("Medi- Cal Contract") with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to CHWP ("Members") in the county or counties where CHWP is approved to operate under the terms of its Medi-Cal Contract ("Service Area").

WHEREAS, COUNTY, through its County of El Dorado, Health & Human Services Agency, is mandated by State of California ("State") and federal laws to provide specific public health services to the residents of COUNTY who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, CHWP is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain public health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments thereto, as follows:

1. TERM

This MOU shall become effective upon final signature by the parties hereto and shall automatically renew annually thereafter unless earlier terminated by one of the Parties in accordance with Article 2, "Termination."

2. TERMINATION

A. <u>Non-Allocation of Funds</u> – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. <u>Without Cause</u> – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a Party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a Party.

7. CONFIDENTIALITY

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

COUNTY

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

11. ADMINISTRATOR

CHWP

Michael Ungeheuer RN, MN, PHN Public Health Nursing Director Health & Human Services Agency, or successor is the County officer/employee responsible for administering this Agreement.

<u>OITHT</u>	0001111
California Health and Wellness Plan	County of El Dorado, Health & Human Services Agency
PO Box 1558	3057 Briw Rd # A
Sacramento, CA 95812-1558	Placerville, CA 95667

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

12. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in El Dorado County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

13. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and Department of Public Health.

14. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health ar	nd Wellness Plan	County of El Dorado, Health & Human
		Services Agency
	6/1/1	(Legibly Print Name of Provider)
Signature:	1/ July	Signature: WYMS Suntage
Print Name:	Gregory Buchert, MD	Print Name: Norma Santiago
Title:	Chief Executive Officer	Title: Chair, Board of Supervisors
Date: 3/	12014	Date: 3/11/14
		Tax Identification Number: 94-6000511
To be comple Wellness Plan	ted by California Health and	
Effective Date	of Agreement: MAR 1 1 2014	ATTEST: James S. Mitrisin Clerk of the Board of Supervisors
		By Marcie MacFarland, Deputy Clerk
Included in		
Agreement	Attachment/Exhibit	
X	Attachment - Maternal, Child, and Adolescent Health Program	
X	Attachment - California Children's Services	
X	Attachment - Child Health and Disability Prevention Program	
X	Attachment – Tuberculosis Direct Observes Therapy	

THE MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM

County of El Dorado, Health & Human Services Agency is responsible for the planning, implementation and evaluation of services that address the health priorities and primary needs of infants, mothers, children and adolescents, and their families in El Dorado County. County of El Dorado, Health & Human Services Agency carries out these functions and responsibilities through its administration of the Maternal, Child and Adolescent Health Program ("MCAH Program") and its Comprehensive Perinatal Services Program ("CPSP"). Through County MCAH community based services in-home maternal/infant/child physical assessment, environmental assessment, preventative health education, breastfeeding support/consultation and care access/continuity coordination are provided. Through CPSP, a program administered through MCAH, County of El Dorado, Health & Human Services Agency integrates nutrition, psychosocial, and health education assessments, interventions, and perinatal education with basic obstetrical care. Provider participation in the program requires a formal application process and certification by the State Department of Public Health.

While CHWP Members may be eligible for MCAH services, the Parties understand and agree that these services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to El Dorado County, or any division thereof, for such services.

The Parties hereby agree to coordinate services relative to the MCAH Program as follows:

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Policies and Procedures	 MCAH will maintain a copy of pertinent CHWP policies and procedures, as appropriate. 	 CHWP will provide a copy of pertinent CHWP policies and procedures to the MCAH Program.
B. Liaison	1. The MCAH Program Coordinator or designee will organize/establish activities with CHWP and will notify County MCAH Program staff of their roles and responsibilities. The MCAH Program Coordinator and/or Perinatal Services Coordinator (PSC) will be the liaison with CHWP for all Comprehensive Perinatal Services Program (CPSP) activities. The goal of the PSC is to communicate and collaborate with CHWP to improve pregnancy outcomes, encourage early access to prenatal care, and encourage breastfeeding for all new mothers. MCAH Program and CHWP staff will meet quarterly or more frequently, if requested by either liaison.	 CHWP will appoint a designee to coordinate activities with County MCAH Program staff and who will notify CHWP employees and Contracting Providers of their roles and responsibilities. CHWP and MCAH staff will meet quarterly or more frequently, if requested by either liaison. CHWP staff will work with the MCAH Program Coordinator to develop, implement, and coordinate a work plan as indicated.

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
C. Outreach	3. MCAH Program Coordinator will work with CHWP to develop, implement, and coordinate a work plan as indicated. 1. MCAH Program staff will outreach in high risk areas based on perinatal outcome indicators.	CHWP will inform Members of maternal and child health services available from MCAH and CHWP.
	2. MCAH Program Public Health Nurse and advocacy/outreach staff will identify potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services, and other support services when they are identified through usual referral sources.	CHWP will collaborate with MCAH Public Health Nurses and advocacy/outreach staff to reasonably ensure early access to care upon notification of pregnant Members.
D. Appointment Scheduling and Transportation Assistance	MCAH Program Public Health Nurse and advocacy/outreach staff will assist in linking eligible pregnant women with CHWP as appropriate and as identified through the established outreach and CCM systems.	CHWP Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians providing CPSP services. CHWP will provide transportation assistance to disabled Members in accordance with its transportation policy.
E. Health Education	1. The MCAH Program Coordinator and /or PSC will collaborate with State Department of Public Health MCAH Branch and/or CHWP provider education, as mutually agreed and as described in the work plan. 2. As resources allow, MCAH Program staff may provide community-wide and face —to-face education on relevant MCAH Program topics.	1. CHWP will provide education to Contracting Providers and their staff regarding perinatal issues, breastfeeding, and women's health. 2. CHWP and its Contracting Providers will provide Member education materials and face-to-face education regarding perinatal issues, breastfeeding, and women's health. 3. CHWP will collaborate with PSC on provider education relevant to CPSP guidelines.
F. Case Management	The MCAH Program Coordinator, will provide technical assistance and consultation to CHWP on available perinatal and community resources and linkages, as requested.	CHWP Primary Care Physicians are responsible for primary care case management, coordination of referrals, and continuity of care in cooperation with MCAH Program Public Health Nurse staff.

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	2. MCAH Program Public Health Nurse staff will provide community based coordination of care and supplemental services for CHWP Members, including hard-to-reach and at high risk identified pregnant women, high risk/medically fragile infants/children in cooperation with CHWP, as resources allow and as available through outreach and CCM systems. 3. MCAH Program will accept	CHWP Primary Care Physicians are responsible for following up on missed appointments. CHWP Primary Care Physicians are responsible for assessing and referring pregnant women, high risk/medically fragile infants and children to MCAH Program, in accordance to a referral standards/matrix designed and adopted in cooperation with MCAH Program staff and to
	referrals of high-risk pregnant women, high risk/medically fragile infants/children for case management/community based intervention services in accordance to a referral standards/matrix designed and adopted in cooperation with CHWP, as capacity allows.	appropriate, including genetic screening and counseling, public health nursing services, lactation services and WIC.
G. CPSP Application Approval	 The MCAH Program Coordinator and/or PSC will provide to CHWP, on a quarterly basis, any changes in the CPSP application process. 	responsibility for provider
*	The MCAH Program Coordinator and/or PSC will assist providers in the CPSP application process.	not already approved by the State to provide CPSP services to apply to the State for approval.
	 On a quarterly basis, the MCAH Program Coordinator and /or PSC will provide CHWP with a list of State-approved CPSP providers. 	3. CHWP will encourage and support
H. Planning and Referral of Services	MCAH Program Coordinator will collaborate with CHWP in identifying unmet health and service needs.	service needs or gaps and will develop a plan for addressing them e.g., language, literacy, cultural competency.
	 MCAH Program staff will assist in linking eligible pregnant women, with CHWP as appropriate and as identified through the available outreach and CCM systems. 	CHWP will develop procedures for continuity of care following termination of a Member's
		3. CHWP will provide referral, in

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	3. MCAH Program staff will provide a referral standards/matrix and all necessary referral forms to CHWP.	accordance to a referral standards/matrix designed and adopted in cooperation with MCAH Program staff, of medically/socially high risk pregnant women infants and children for risk assessment, inhome follow-up and need for CCM and/or other care coordination services.
I. Data Collection and Quality Assurance	The MCAH Program Coordinator retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them. 2. At the State's request, the MCAH	CHWP will monitor services to ensure they are provided in accordance with CHWP quality management program requirements. CHWP will collect needed data indicators through CHWP
	Program Coordinator and/or PSC will assist the State in follow-up of corrective action plans identified by audits. 3. The MCAH Program Coordinator	resources. 3. CHWP will develop corrective action plan when standards are not met.
	and/or PSC will provide consultation and ongoing review of CHWP CPSP requirements implemented by their Contracting Providers.	4. CHWP will ensure collection and analysis of data available through CHWP MIS on a quarterly basis and will share the data with the MCAH Program Coordinator as mutually agreed upon. Type of
	 The MCAH Program Coordinator and/or PSC will collaborate on quality management compliance and oversight activities with CPSP providers. 	data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan.
		5. CHWP will participate in task force groups and fetal infant mortality reviews (FIMR) and will participate in community-wide corrective action plans, as mutually agreed. CHWP will encourage families with fetal/infant deaths to participate with FIMR client interviews.
		CHWP will collaborate on quality management compliance and oversight activities with CPSP providers.
		7. CHWP will provide a list of their

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
		OB Contract Providers to the CHWP PSC and MCAH Program on a quarterly basis.
J. Perinatal Access	The MCAH Program Coordinator will work closely with CHWP and community groups regarding access to care issues for Medi-Cal eligible and ineligible pregnant women. MCAH Program staff will provide a list to CHWP of other health care resources for pregnant and parenting Members who may lose Medi-Cal eligibility.	CHWP will participate with MCAH Program Coordinator and community groups to address access to care issues of eligible pregnant women and their children. CHWP will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate, and geographically accessible obstetricians PCP/pediatricians on a timely basis.
		3. CHWP will provide to the MCAH Program Coordinator and/or PSC, on a quarterly basis, a list of Contracting Providers.
K. Provider Network	MCAH Program Coordinator and/or PSC will provide a current list of CPSP providers to CHWP on a quarterly basis.	CHWP has the primary responsibility for Contracting Provider recruitment and credentialing.
	 MCAH Program Coordinator and/or PSC may provide CPSP community training and education locally or in collaboration with the State for providers and their staff, as resources allow. 	CHWP will ensure that all obstetric care Contracting Providers receive orientation on State-approved prenatal care standards. CHWP will disseminate CPSP provider information to applicable
	3. MCAH Program Coordinator and/or PSC will provide technical assistance to CHWP on relevance of CPSP protocols and assessment tools to present practice, current referral resources, and will assist CHWP in developing plans with providers to resolve any identified needs and/or deficiencies.	Contracting Providers. 4. CHWP will inform Contracting Providers of available community education services and encourage participation or use.
	MCAH Program Coordinator and/or PSC will provide consultation to CHWP on perinatal health education resources available to Contracting Providers and support the provision of CPSP	

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	 comprehensive perinatal care. MCAH Program Coordinator and/or PSC will distribute CPSP provider program information to all certified CPSP providers in CHWP. 	
	 MCAH Program Coordinator and/or PSC will collaborate with CHWP on organizing and conducting information sharing activities (e.g., roundtables, newsletters) for perinatal providers in the community. 	
L. Monitoring	Local MCAH Program and CHWP staff will meet at lease quarterly to monitor this Agreement.	Liaisons from CHWP and the local MCAH Program will meet at least quarterly to monitor this Agreement.
	 Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 	2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.
4	 The Contract Administrator in cooperation with MCAH Program Coordinator will conduct an annual review of this Agreement. 	3. CHWP and the Contract Administrator and/or MCAH Program Coordinator will conduct an annual review of this Agreement.
M. Conflict Resolution	1. Issues that cannot be resolved by the Contract Administrator and/or MCAH Program Coordinator will be referred to the County Health Officer, HHSA Agency Director and/or the Department of Health Care Services or Department of Public Health, as appropriate.	Issues that cannot be resolved by the CHWP liaison will be referred to the CHWP Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.

CALIFORNIA CHILDREN'S SERVICES

The California Children's Services ("CCS") Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered at public schools. In counties with populations under 200,000 ("dependent counties"), the Department of Health Care Services' Children's Medical Services ("CMS") Branch administers the program in coordination with the respective county. El Dorado County is a dependent Level 2 county and administers the CCS Program through County of El Dorado, Health & Human Services Agency. Case medical eligibility and benefits determination is jointly coordinated with the Dependent County Operations Section ("DCOS") office in Sacramento, California.

While California Health and Wellness Plan ("CHWP") Members may be CCS-eligible, the Parties understand and agree that CCS services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to El Dorado County, or any division thereof, for such services.

CHWP and its contracting providers will identify children with potential CCS-eligible conditions and arrange for their referral to the El Dorado County CCS office. Services not related to the CCS-eligible condition will be provided by CHWP and CHWP will make every effort to coordinate with the CCS-approved provider.

The Parties hereby agree to coordinate services relative to CCS as follows:

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Liaison	 The CCS Administrator (Public Health Nursing Director) or designated staff will be the program's point of contact with CHWP and its networks to coordinate all related activities. Meet, at a minimum, quarterly, to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level. 	Designate a liaison to CCS to coordinate and track referrals. Meet, at a minimum, quarterly to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.
B. Provider Training	 Collaborate and coordinate with CHWP to assist with the development of CCS related policies and procedures, as needed by CHWP and CCS. Collaborate and coordinate with CHWP to provide multiple initial training opportunities that will give providers an understanding of the CCS Program and eligibility requirements. Provide availability of Public 	 Develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS Program. Provide multiple initial training opportunities, in conjunction with HHSA CCS Program staff, for primary care providers, including organized provider groups and support staff, in order to ensure

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
C. CCS Provider Network	Health Nurse case management staff to consult with primary care providers and/or specialty providers on a case-by-case basis. 4. Participate in ongoing training opportunities on at least, an annual basis. 1. Provide CHWP with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers. 2. Coordinate with the DCOS office to assure identification of local CCS provider network to CHWP.	awareness and understanding of the CCS Program and eligibility requirements. 3. Collaborate and coordinate with HHSA CCS Program staff to develop training materials that will assure that primary care providers, specialty providers, and hospitals understand the respective responsibilities of the CHWP and the CCS Program in authorizing services for subscribers with CCS-eligible conditions. 4. Maintain training opportunities on, at least, an annual basis. 1. Develop a process in collaboration with HHSA CCS program staff to review CHWP providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled. 2. Identify in training to providers and in the provider manual those facilities that are CCS approved,
D. Case Identification	Coordinate with CHWP to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed. Provide technical assistance to	including hospitals and Special Care Centers. 3. Ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist is not available within CHWP network or medical group, ensure access to an appropriate CCS paneled specialist. 1. Develop procedures, in
and Referral	CHWPs for the development of CHWP policies, procedures, and protocols for making referrals to the program, including but not limited to access to electronic medical record systems (EMRS), laboratory, diagnostic, imaging social services and medical consultation, progress notes and reports. 2. Determine medical eligibility in	conjunction with HHSA CCS Program staff, for CHWP or network providers to provide access to EMRS, submit laboratory, diagnostic, imaging social services and medical consultation, progress notes and reports, necessary or otherwise provide/share information to the Public Health Nurse case managers for the purpose of determining medical eligibility

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
Service	Responsibilities cooperation with DCOS within five working days of receiving adequate/required medical documentation supporting the finding of a CCS eligible condition. 3. Ensure that provider, designated CHWP personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination. Provide medical consultation as appropriate during the time period from referral to medical eligibility determination. 4. Authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be and facilitate in cooperation with DCOS the reimbursement of care to authorized providers when CCS eligibility is established. 5. Coordinate with CHWP liaison and network designees regarding development, implementation and	 ("CHWP") Responsibilities and insuring continuity of care at the time of referral. Develop procedures to specify that providers are to refer a subscriber to the CCS Program within two days of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest possible date from which medically necessary services may be approved.) Inform families of subscribers of referral to the CCS Program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined. Arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the HHSA CCS Program staff in cooperation with DCOS for a
	provision of a monthly tracking mechanism (electronic/hard copy) of CCS eligible who are known to the CHWPs. The list will include name, CCS case number, birth date, social security number (if known), CCS eligible diagnoses, date of eligibility and status; in case of denial or closure, reason for ineligibility and date closed; referral source and primary care provider on file, if known. 6. Utilize data from tracking report to identify/assess gaps in systems of care and to insure continuity of care coordination/follow-up	condition determined to be CCS eligible.) 5. Develop, and implement with network designees, where applicable, a monthly tracking mechanism (electronic/hardcopy) that includes: name of referred subscriber; address and telephone number; birth date; social security number (if known); CHWP eligibility status; primary care provider name, address, and telephone number; and CHWP number and enrollment /disenrollment dates to be used for coordination and follow-up with HHSA CCS Program staff. 6. Provide data transmission/hard copy submission to HHSA CCS Program staff on a monthly basis.

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
E. Case Management/Tracking and Follow-Up	Assist CHWP in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into the CCS Program.	Utilize tracking system as identified above to coordinate health care services for members receiving services authorized by the CCS Program. Develop policies and procedures that specify providers'
	2. Provide Public Health Nurse case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, including but limited to Local Education Agencies (LEAs) Regional Centers and out of County transfers.	responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including all ACIP/State Immunization Branch vaccination recommendations/requirements 3. Develop policies and procedures that specify coordination activities and communication among
	3. Facilitate the development, implementation and maintenance of systems that result in transmission of medical reports for services provided though CCS authorized providers including but not limited to access to EMRS to the appropriate CHWP primary care providers.	primary care providers, specialty providers, hospitals and HHSA CCS Program Public Health Nurse case managers and support staff
F. Quality Assurance and Monitoring	Conduct jointly with the CHWP provider network staff, regular reviews of policies and procedures related to this agreement.	 Conduct jointly with HHSA CCS Program staff, regular reviews of policies and procedures related to this agreement.
	Participate, at a minimum, in quarterly meetings with the CHWP network staff to update policies and procedures as appropriate. Review and update protocol on an	 Participate, at a minimum, in quarterly meetings with HHSA CCS Program staff to update policies and procedures as appropriate.
	annual basis in conjunction with CHWP staff	Review and update protocols annually in conjunction with HHSA CCS Program staff.
	 Develop a work plan/process in partnership with CHWP staff, , to monitor the effectiveness of the MOU and CHWP/CCS interface. 	4. Develop a work Plan/process in partnership HHSA CCS Program staff that will monitor the effectiveness of the MOU and the CHWP/CCS interface.

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
G. Conflict Resolution	1. The CCS Administrator (Public Health Nursing Director) will participate with CHWP management staff in the resolution of individual subscriber issues as they are identified. 2. The CCS Administrator (Public Health Nursing Director) or designee will participate in, at a minimum, quarterly meetings with CHWP management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services. 3. Disagreement regarding medical eligibility and program benefits determination will be evaluated by HHSA CCS Program staff in conjunction to review by DCOS staff., CHWP network providers may be required to submit additional documentation and a written request for reconsideration that includes detailing reasons for the disagreement along with provision of additional medical record information as required by HHSA CCS Program staff. 4. Failure to resolve issue at the HHSA CCS Program or DCOS level will result in deferral to the California Department of Health Care Services dispute resolution process.	1. Assign appropriate CHWP management/liaison staff to participate with the local CCS Program management and professional staff in the resolution of individual subscriber issues as they are identified. 2. Assign appropriate CHWP management/liaison staff to participate in, at a minimum, quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services. 3. Failure to resolve issue at the HHSA CCS Program or DCOS level will result in deferral to the California Department of Health Care Services dispute resolution process.

THE CHILD HEALTH AND DISABILITY PREVENTION PROGRAM

The CHDP program provides complete health assessments for the early detection and prevention of disease and disabilities in children and youth. A health assessment consists of a health history, physical examination, developmental assessment, nutritional assessment, dental assessment, vision and hearing tests, a tuberculin test, laboratory tests, immunizations, health education/anticipatory guidance, and referral for any needed diagnosis and treatment. The eligible population for the CHDP program includes all Medi-Cal eligible children/youth under age 21 and low-income non-Medi-Cal eligible children/youth under age 19 with family incomes at or below 200 percent (200%) of the federal income guidelines.

The CHDP program is financed and has standards established at the State level. The Program is operated at the local level by local health departments for each county and three cities. The CHDP program oversees the screening and follow-up components of the federally mandated Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program for Medi-Cal eligible children and youth.

County of El Dorado, Health & Human Services Agency Public Health Division (HHSAPHD will maintain responsibility for and oversight of the CHDP Program including but not limited to planning, evaluation and monitoring, care coordination, informing, providing health education materials, provider recruitment, quality assurance, and client support services such as assistance with transportation and medical, dental, and mental health appointment scheduling. consistent with Health and Safety Code, Sections 104395, 105300, 105305, 120475, and 124025 through 124110 17 CCR 6800 through 6874, and CCR, Title 22, Sections 51340 and 51532.

California Health and Wellness Plan ("CHWP") will maintain and operate a system that ensures the provision of CHDP services to Members under the age of 21, as required by the Medi-Cal Contract. CHWP will ensure the overall coordination of care and case management of its Members who obtain CHDP services HHSAPHD, school districts and school sites.

The Parties understand and agree that CHWP will not be responsible for compensation to El Dorado County, or any division thereof, for the provision of CHDP Program services.

The Parties hereby agree to coordinate services relative to the CHDP Program as follows:

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Liaison	The CHDP Deputy Director or designee will be the point of contact to coordinate all related activities with CHWP and to communicate with CHWP and HHSA CHDP Program staff respective roles and responsibilities.	and HHSA CHDP Program staff and to communicate with CHWP
	 Liaisons will meet at least quarterly and more often if requested by either liaison. 	 Liaisons will meet at least quarterly and more often if requested by either liaison.
B. Policies and Procedures	HHSA CHDP Program staff will maintain a copy of pertinent CHWP policies and procedures, as appropriate.	CHWP will provide a copy of pertinent CHWP policies and procedures to HHSA CHDP Program staff.
	2. HHSA CHDP Program staff will	2. CHWP will maintain a copy of

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	provide a copy of pertinent CHDP policies and procedures to CHWP.	pertinent HHSA CHDP policies and procedures, as appropriate.
C. Outreach	1. HHSA CHDP Program staff will provide community based outreach activities to potential CHDP eligible, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are not Medi-Cal eligible as resources allow.	 CHWP staff will inform Members of available CHDP or CHDP equivalent services. CHWP will provide CHDP Program a current list of Contracting Providers.
	2. HHSA CHDP Program staff will maintain responsibility for development and implementation of CHDP/DSS Inter-Agency Agreement to ensure that face-to-face informing about entitlement to	CHWP will ensure Members are assigned to appropriate Contracting Primary Care Physicians. CHWP staff will contact CHWP
	CHDP Services is carried out. 3. HHSA CHDP program staff will provide informing, referral and documentation to persons referred by PM357s from DSS following DSS' basic informing efforts.	members not utilizing preventive health services, and refer to HHSA CHDP Program appropriately. 5. CHWP will provide a monthly list of mandatory Medi-Cal disenrollments age 20 and under to CHDP.
	4. HHSA CHDP program staff will coordinate with CHWP outreach activities to Members disenrolled from managed care.	6. CHWP will inform Contracting Providers through provider training and provider manual of 200% funding mechanism for those CHDP eligible that terminate from CHWP.
D. Appointment Scheduling and Transportation Assistance	HHSA CHDP Program staff will coordinate client requests for assistance with appointment scheduling, dental referrals and transportation through referral to CHWP Member Services Department. HHSA CHDP Program will provide community based education specific to assistance resources available through CHWP	 CHWP Primary Care Physicians are responsible for providing preventive health care services consistent with CHDP provider standards including periodicity as outlined by State and Federal law and as otherwise specified in the Medi-Cal Contract, and for referring Members to appropriate physician specialist services. CHWP will provide transportation assistance to Members in accordance with its transportation policies. CHWP will provide HHSA CHDP Program a copy of the plans transportation policy

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
		 CHWP will handle Member requests for assistance with appointment scheduling, dental referrals, and transportation assistance.
E. Tracking and Following-Up	HHSA CHDP Program staff will provide consultation to CHWP Contracting Providers in identification, location and follow-up of hard to reach clients. HHSA CHDP Program staff will accept referrals for enhanced monitoring and continuity of care	1. CHWP Primary Care Physicians are responsible for primary care case management, including tracking Members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care.
	activities to facilitate appropriate follow-up and community engagement. 3. HHSA CHDP Program staff will provide list of dentists who accept Medi-Cal, updated yearly. 4. HHSA CHDP Program staff will review all PM 160 or EMR compatible reporting format and will coordinate public health nurse case management follow-up as appropriate in cooperation with CHWP network providers. 5. HHSA CHDP Program staff will provide epidemiologic and quality assurance analysis of data contained in the PM 160 or EMR compatible reporting format for the purpose of identifying access to care barriers, best practice tendencies, child wellness outcomes, trends and deficits.	 CHWP Primary Care Physicians will refer to HHSA CHDP Program Public Health Nurse case managers high risk/medically fragile infants and children in accordance to a referral standards/matrix designed and adopted in cooperation with HHSA CHDP Program staff, those children who have lost Medi-Cal eligibility and CHWP coverage and still require treatment for the purpose of enhanced monitoring, continuity of care and referral to additional community services/programs i.e., MCAH, CCS, WIC, behavioral health etc. CHWP Contracting Primary Care Physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam. CHWP shall provide a copy of PM 160 or EMR compatible reporting format in accordance to State/Federal required standards/data content including but not limited to new diagnosis, elevated lead level, developmental delay, low birth wt., low hemoglobin, obesity, failure to thrive etc. for all members receiving CHDP preventive health services.

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	•	5. CHWP Primary Care Physicians are responsible for follow-up missed appointments in accordance with CHWP procedures.
F. Health Education	HHSA CHDP Program staff will conduct community-wide education about child health issues, including CHDP services. HHSA CHDP Program staff will make health education resources available to CHWP and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow.	CHWP Primary Care Physicians will provide anticipatory guidance according to CHDP guidelines. CHWP health educators will coordinate prevention activities targeted to children and teens in cooperation with HHSA CHDP Program staff. CHWP staff will meet with HHSA CHDP Program health education staff at the quarterly meetings.
	 HHSA CHDP Program staff will meet with CHWP liaison at the quarterly meetings. 	
G. Provider Network	HHSA CHDP Program staff will act as a consultant to CHWP and its Contracting Providers regarding CHDP policies, standards, processes and guidelines, including ongoing programmatic update.	CHWP assumes the primary responsibility for Contracting Provider recruitment and credentialing. CHWP will provide training to
	2. HHSA CHDP Program staff will assist CHWP staff in provider training on CHDP standards, no less than annually.	Contracting Providers on CHDP standards no less than annually 3. CHWP will provide a list of Contracting Providers to the HHSA CHDP Program at the time
	3. HHSA CHDP Program staff will distribute all CHDP provider notices to CHWP Contracting Providers and identified CHWP staff.	the list is updated.
H. Data Collection	HHSA CHDP Program staff will collaborate with CHWP in data collection efforts and share data as outline above in the Tracking and Follow-Up Section of this exhibit	1. CHWP will collect and submit to State and local CHDP program data required on PM160 or EMR compatible reporting format .as outlined above in the Tracking and Follow-Up Section of this exhibit
I. Quality Assurance	HHSA CHDP Program staff will provide consultation and training to CHWP regarding EPSDT/CHDP	CHWP will monitor Contracting Provider compliance with federal EPSDT mandates, Medi-Cal contract and DHCS requirements,

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	mandates, standards and policies. 2. HHSA CHDP Program staff will review and analyze data available through PM160 for complete health assessments and problem identification, trend determination omissions, standards deviation and immunization patterns.	established standards and policies to implement mandates and determine provider qualifications. 2. CHWP will collect needed data indicators consistent with the required data fields for completion of the PM 160 or compatible EMR reporting format.
	3. When an out lier Provider is identified based on Member complaints, standards deviation or other information, HHSA CHDP Program staff will alert CHWP to initiate an internal review/investigation.	3. CHWP will develop a corrective action plan when deficiencies are determined present based on CHDP provider standards as evidenced through provider site assessments conducted by HHSA CHDP Program staff
	4. HHSA CHDP Program staff will provide technical consultation to CHWP in the construct and implementation of a corrective action plan, as indicated.	 4. CHWP will implement corrective action plan. 5. In cooperation with HHSA CHDP Program staff CHWP staff will review data analysis to identify
	5. Facilitate and coordinate partnership with CHWP staff to improve quality of care and health outcomes the CHDP eligible community population	and plan for training needs, system improvement and best practice determinations
J. Monitoring	The CHDP Deputy Director or designee will meet at least quarterly with designated CHWP staff to monitor this Agreement.	Designated CHWP staff will meet at least quarterly with the CHDP Deputy Director or designee to monitor this Agreement.
	2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.	2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called.
	HHSA CHDP Staff will maintain a Problem Resolution Log.	CHWP staff will maintain a Problem Resolution Log
K. Conflict Resolution	HHSA CHDP Program staff will be responsible to communicate issues not immediately resolvable to the State Children's Medical Services Branch.	CHWP staff will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.

TUBERCULOSIS/DIRECTLY OBSERVED THERAPY

California Health and Wellness Plan ("CHWP") will maintain and operate a system that ensures the provision of medically necessary services for the diagnosis, treatment and follow-up care for tuberculosis ("TB") in compliance with the guidelines recommended by the American Thoracic Society ("ATC") and Centers for Disease Control and Prevention ("CDC"), as required by the Medi-Cal Contract.

El Dorado County administers the TB control program locally through County of El Dorado, Health & Human Services Agency. Provision of directly observed therapy ("DOT") for TB, is a service carved out of the CHWP's Medi-Cal Contract.

The Parties understand and agree that CHWP will not be responsible for compensation to El Dorado County, or any division thereof, for the provision of DOT services.

In order to achieve optimum clinical outcomes and maximize opportunities to control the spread of TB, the Parties hereby agree to coordinate services relative to TB as follows:

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Liaison	 The HHSA TB Controller or designee will coordinate activities with CHWP and communicate to CHWP and LHD staff their respective roles and responsibilities for the provision TB control activities/services. 	CHWP will appoint a designee to coordinate activities with CHWP and the HHSA TB Controller and to communicate to CHWP and LHD staff their respective roles and responsibilities for the provision TB control activities/services.
B. Reporting	The HHSA TB Controller shall inform CHWP staff of reporting procedures and requirements and supply appropriate forms.	1. CHWP provider staff shall report known or suspected cases of TB to the LHD in a manner consistent with Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800-2812 Reportable Diseases and Conditions.
C. Case Management	The HHSA TB Controller will assign staff who will: Assess risk of TB transmission within 2 working days of case notification by CHWP.	CHWP will notify the LHD of the CHWP clinical services provider ("CSP") responsible for coordination of care with the LHD for each Member.
	 b. Visit the Member within 3 to 7 working days, depending on transmission risk factors. c. Initiate contact investigations when indicated. d. Assess and address potential barriers to treatment adherence. e. Verify initial information and collect additional information needed to complete the TB case report. 	CHWP clinical services provider will provide LHD with all requested medical record information specific to the diagnosis and management of TB

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	f. Visit the Member as needed to assess for treatment side effects, progression or reduction of symptoms and to ensure treatment adherence. g. Respond to information requests from the CSP in a timely manner.	
	2. The HHSA TB Controller or designee will coordinate with CHWP clinical services provider case management of the afflicted member including the appropriate exchange of health care information to insure continuity of care and mitigation of further disease transmission.	
D. Treatment	LHD will collaborate with CHWP to identify and address Member barriers to self-administered treatment. LHD will respond promptly to CHWP-reported information	1. CHWP will, per ATS, CDC and State Communicable Disease Branch recommendations and in cooperation with the County Health Officer, make available fixed-dose combinations preparations of anti-TB drugs for Members on self-administered therapy when not contraindicated.
		2. CHWP will promptly submit treatment plans to the HHSA TB Controller or designee with updates at least every three months or more frequently as determined by the HHSA TB Controller until treatment is completed.
		3. CHWP will obtain monthly sputum smears and cultures and report the results of these to the HHSA TB Controller or designee until the results become negative.
		 CHWP will promptly report drug susceptibility results to the HHSA TB Controller or designee.
		 CHWP will report to the HHSA TB Controller or designee when the Member does not respond to treatment.
		6. CHWP will notify the HHSA TB

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	(EIID) Responsionates	Controller or designee when the Member completes TB treatment, ceases TB treatment, or is suspected of nonadherence to TB treatment.
		7. CHWP will refer all Members needing DOT to the HHSA TB Controller or designee.
		CHWP will identify and address Member barriers to self- administered treatment.
E. Directly Observed Therapy	HHSA TB Controller or designee will provide CHWP with current County DOT protocol and criteria	CHWP will notify HHSA TB Controller or designee of adverse reactions to medications and of changes in medication orders. .
	LHD staff will provide DOT to CHWP Members recommended for DOT by CHWP or deemed in need of DOT by the HHSA TB Controller or designee LHD staff will provide medication records periodically to CHWP and	CHWP will assess the risk of noncompliance with drug therapy for Members who require placement on anti-TB drug therapy and communicate assessment to HHSA TB Controller or designee 3. CHWP will assess the following
	notify CHWP clinical service provider of adverse drug reactions and recommended dosage changes.	individuals at risk for non- compliance with treatment and will seek consultation with the HHSA TB Controller or designee
	LHD staff will collaborate with CHWP on joint case management and coordination of care.	and/or refer plan members with any of these risks factors to the LHD for DOT: a. Members with demonstrated multiple drug resistance (defined as resistance to Isoniazid and Rifampin); b. Members whose treatment has failed or who have relapsed after completing a prior regimen;
		c. Children and adolescents; and, d. Individuals who have demonstrated noncompliance (those who failed to keep office appointments).
		CHWP will assess the following groups of Members for potential noncompliance and consideration for DOT: a. Substance abusers;

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
		 b. Persons with mental illness; c. The elderly; d. Persons with unmet housing needs; and, e. Persons with language and/or cultural barriers.
		CHWP staff will collaborate with LHD staff on joint case management and coordination of care.
F. Hospital Treatment	HHSA TB Controller or designee will review requests for hospital transfer or discharge within 24 hours of receipt of the request.	CHWP will obtain HHSA TB Controller or designee approval prior to hospital transfer or discharge of any Members with known or suspected TB.
G. Contact Investigation and Treatment	 HHSA TB Controller or designee will provide CHWP staff with written procedures and guidelines for examination and treatment of contacts. 	CHWP will cooperate with the HHSA TB Controller or designee in conducting contact and outbreak investigations.
	LHD staff will refer Members who are Members to CHWP for evaluation and treatment as necessary.	CHWP will examine, and treat if necessary, within 14 days all Members referred as contacts by the LHD staff.
	LHD staff may provide, as resources allow, field-based skintesting for some Members, as necessary and requested by CHWP.	3. CHWP will report to the HHSA TB Controller or designee screening results within 72 hours of reagent administration for positive reactions and physical examination with radiologic findings within 24 hours of active disease suspicion.
H. Health Education	LHD staff will make health education resources available to CHWP.	CHWP will provide Providers with information regarding TB control and treatment strategies.
	2. LHD staff will coordinate community-wide education efforts regarding TB diagnosis, treatment, prevention, and screening.	
I. Evaluation	HHSA TB Controller or designee will assess treatment parameters and outcomes and work collaboratively with CHWP staff to identify best practices and correct deficiencies.	CHWP will assess treatment parameters and outcomes and work collaboratively with HHSA TB Controller or designee to identify best practices and correct deficiencies.
J. Laboratory Services	LHD will, as needed, provide technical assistance to CHWP in selecting a laboratory that conforms to requirements.	 CHWP will utilize laboratories that conform to all the provisions of 17 CCR 2505 and ATS and CDC guidelines.

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
K. MOU Monitoring	2. HHSA TB Controller or designee will meet at least quarterly with CHWP designee to monitor this Agreement.	CHWP designee will meet at lease quarterly with HHSA TB Controller or designee to monitor this Agreement.
	3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.	require consideration or conflict resolution shall be presented at such meetings. If the nature of the
	4. LHD will maintain a Problem Resolution Log.	CHWP will maintain a Problem Resolution Log
L. Conflict Resolution	HHSA TB Controller or designee will be responsible to communicate issues not immediately resolvable to the State Department of Public Health or other local authority.	CHWP designee will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.