



# RESOLUTION No. 16-484

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF THE PARTICIPATING PROVIDER AGREEMENT WITH ANTHEM BLUE CROSS FOR REIMBURSEMENT OF COVERED SERVICES PROVIDED TO ANTHEM BLUE CROSS MEMBERS AND APPROVING EXECUTION OF THE MEMORANDA OF UNDERSTANDING WITH ANTHEM BLUE CROSS FOR COORDINATION OF SERVICES

WHEREAS, Anthem Blue Cross (Anthem) contracts with the California Department of Health Care Services to provide Medi-Cal benefits to eligible persons; and

WHEREAS, as a Medi-Cal managed care contractor, Anthem is required to contract with local health departments to make available covered services to eligible persons; and

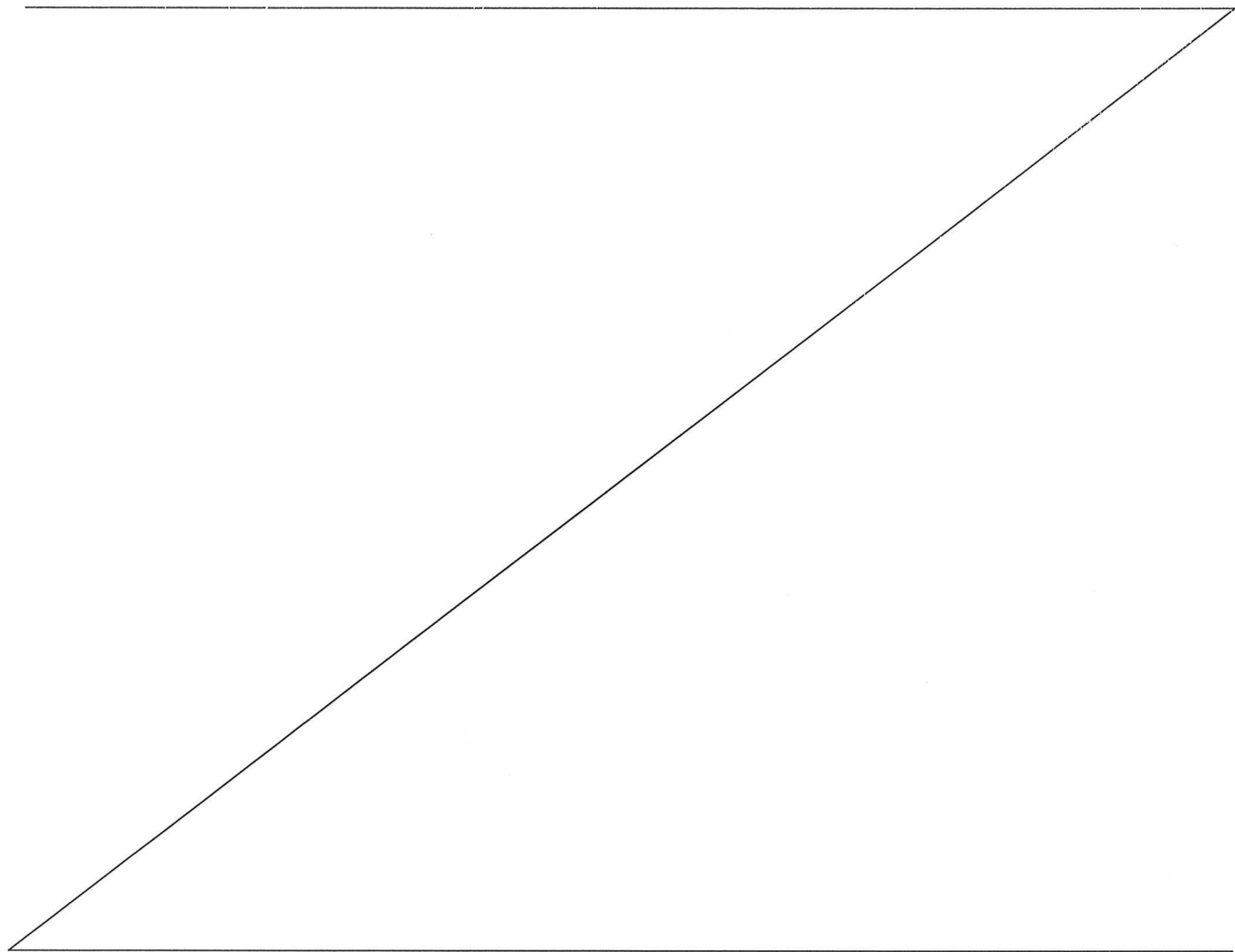
WHEREAS, by entering into this Agreement and corresponding Memoranda of Understanding the County's Public Health Department will become a participating provider in the Anthem provider network and will be able to receive reimbursement from Anthem when the Department provides covered services to Anthem members; and

WHEREAS, reimbursement received under this Agreement will help to conserve department Realignment dollars that had previously been utilized to support such services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Participating Provider Agreement and Memoranda of Understanding by and between the County and Anthem Blue Cross pertaining to the Public Health Department receiving reimbursement at the established rate(s) for covered services provided to Anthem Blue Cross members and coordination of services with the Agreement term commencing from the date of execution by both parties and remaining in effect until terminated pursuant to this Agreement, hereby are approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement and Memoranda of Understanding on behalf of the County of Nevada.

Funds to be deposited into revenue accounts:

1589-40114-492-2431/452140  
1589-40114-492-4102/452140  
1589-40114-492-4104/452140  
1589-40114-492-5104/452140



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of October, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

10/11/2016 cc: PH(2)  
AC\*(hold)

10/28/2016 cc: PH\*  
AC\*(release)

**LOCAL HEALTH DEPARTMENT  
MEDI-CAL MANAGED CARE SERVICES AGREEMENT**

This Agreement is entered into at Thousand Oaks, Ventura County, California, effective upon execution, by and between Blue Cross of California Partnership Plan, Inc. (“Anthem”) and NEVADA COUNTY PUBLIC HEALTH, a Local Health Department ("LHD").

**RECITALS**

- A. ANTHEM is a California corporation licensed by the California Department of Managed Health Care to operate a health care service plan pursuant to the Knox-Keene Act of 1975 and the Rules of the California Department of Managed Health Care promulgated thereunder (California Health & Safety Code, Sections 1340 to 1399.64 and Title 28 California Code of Regulations, Sections 1300.43 to 1300.99, collectively, the "Knox-Keene Act"), including without limitation to issue benefit agreements covering the provision of health care services and to enter into agreements with entities such as LHD.
- B. ANTHEM has a contract(s) with the California Department of Health Care Services (DHCS) to provide Medi-Cal benefits to eligible persons through ANTHEM’s Medi-Cal Managed Care Program ("MCMCP"). As a Medi-Cal managed care contractor, ANTHEM is required to contract with LHD to make available certain public health services to Members.
- C. LHD is organized and operating under the laws of the State of California and possesses any and all licenses and/or governmental approvals required in order for it to provide the public health services required by this Agreement and is qualified to provide such services.

**AGREEMENT**

**I. Relationship Between ANTHEM and LHD**

- 1.1 The parties have complementary objectives to protect and promote the health of the general population. In order to accomplish their respective responsibilities hereunder, the parties will develop the necessary methods for collaboration, cooperation and communication. The joint activities of ANTHEM and LHD will include cooperatively resolving case management issues and sharing of appropriate information on a timely basis.
- 1.2 ANTHEM and LHD are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- 1.3 ANTHEM and LHD agree that LHD shall maintain a provider/patient relationship with each Member that LHD treats. LHD shall be responsible solely to that Member for the provision of Services.
- 1.4 Nothing in this Agreement is intended to be construed, or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a participating MCMCP Program provider other than LHD.

- 1.5 LHD consents to the memorializing of its legal obligations with ANTHEM in one or more separate written agreements that shall not alter the substance of those obligations.
- 1.6 LHD hereby acknowledges its understanding that this Agreement constitutes a contract between LHD and ANTHEM as an independent corporation, operating under a license with the Blue Cross and Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans (the "ASSOCIATION"), permitting ANTHEM to use the Blue Cross service mark in the State of California and that ANTHEM is not contracting as the agent of the Association. LHD further acknowledges and agrees that LHD has not entered into this Agreement based upon representations by any person other than ANTHEM and that no person, entity, or organizations other than ANTHEM shall be held accountable or liable to LHD for any of ANTHEM's obligations to LHD created under this Agreement. This section shall not create any additional obligations whatsoever on the part of ANTHEM, other than those obligations created under other provisions of this Agreement.

## **II. LHD Services and Responsibilities**

2.1 Public Health Services. LHD will provide the public health services (the "Services") specified below to eligible Medi-Cal members assigned to ANTHEM (the "Members"). The responsibilities of LHD and ANTHEM with regard to these Services are further specified in Applicable MOUs.

- 2.1.1 Family Planning Services
- 2.1.2 Sexually Transmitted Disease (STD) Services.
- 2.1.3 Confidential HIV Testing.
- 2.1.4 Immunizations.
- 2.1.5 California Children's Services (CCS).
- 2.1.6 Maternal and Child Health (MCH).
- 2.1.7 Child Health and Disability Prevention (CHDP) Program.
- 2.1.8 Tuberculosis Direct Observed Therapy (DOT).
- 2.1.9 Women, Infants, Children (WIC) Food Supplement Program.

2.2 LHD Core Functions. It is the expectation of the DHCS and the parties that LHD will maintain its traditional core functions. The purpose of this section is to describe the functions of LHD. The core functions are as follows:

- 2.2.1 Health Data Collection and Analysis. This includes the traditional vital statistics, community health assessment, and disease surveillance, case finding and reporting functions of LHD. Additionally, in order to best assess the quality of health in its jurisdiction, local assessment activities will include the systematic analysis, from an epidemiologic perspective, of clinical outcomes and utilization data which may be obtained, by request, from the State.
- 2.2.2 Environmental Protection. In Nevada County, Environmental Health falls under the Community Development Agency and not the LHD.
- 2.2.3 Investigation and Control of Adverse Public Health Conditions. This includes areas such as: emergency medical services; population-based chronic disease prevention; injury/violence prevention and control; disease outbreak management; prevention and

management of adverse outcomes in maternal and child health; prevention of disability; and control of other threats to individual health status.

- 2.2.4 Public Information and Education Programs. These are programs to reduce risks to health such as: tobacco, alcohol abuse, sexually transmitted diseases, poor diet, physical inactivity and low immunization levels and to promote healthy lifestyles and beneficial health behaviors such as prenatal care, from an individual as well as public policy level.
- 2.2.5 Public Health Laboratory Services. These include disease screening and diagnosis of infectious diseases.
- 2.2.6 Leadership, Policy Development and Administration. These include assessment, setting of public health standards and policies, and coalition building.
- 2.2.7 LHD will:
  - a. Facilitate necessary referrals. LHD will provide ANTHEM with current information on local agencies and organizations, their services and programs for low-income persons, and eligibility requirements (e.g., information and resources booklet).
  - b. Establish a system for coordinating care with ANTHEM. Prior to the provision of services, LHD will contact ANTHEM to obtain medical information to avoid duplication. LHD will provide ANTHEM with the medical records sufficient to meet its case management responsibilities.
  - c. Educate ANTHEM Members on managed care and promoting follow-up through their prepaid health plan.
  - d. Make good faith efforts to establish billing and record management systems with ANTHEM.
- 2.3 LHD agrees to maintain and make available to the DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require the subcontractor to comply with the requirements of Section 7.2 herein.
- 2.4 LHD shall meet all the applicable requirements of Chapters 3 and 4 of Subdivision 1, Division 3, of Title 22, California Code of Regulations, related to the services LHD is required to perform.
- 2.5 LHD agrees to cooperate with ANTHEM in the preparation of all reports required by the DHCS, Department of Health and Human Services (DHHS) and the Department of Managed Health Care (DMHC) necessary to comply with the MCMCP Program requirements.
- 2.6 LHD agrees to participate in the Utilization Management (UM) provided in Article VI, and with such amendments as LHD may be notified of, and to abide by decisions resulting from that review subject to rights of consideration, review and arbitration provided in Section 6.3.
- 2.7 LHD agrees to cooperate with ANTHEM's administration of its internal quality of care review and grievance resolution procedures.

**III. ANTHEM's Responsibilities Regarding Public Health.**

- 3.1 ANTHEM will:
  - 3.1.1 Ensure the planned provision of preventive, primary care and early interventions.
  - 3.1.2 Ensure organized and comprehensive managed care systems that eliminate fragmentation in case management and health care delivery and that improve quality of care.
  - 3.1.3 Refer plan beneficiaries, in compliance with state and federal law and otherwise when appropriate, to local agencies and organizations providing services and programs for low-income persons.
  - 3.1.4 Comply with all State and local requirements for reporting diseases and conditions.
  - 3.1.5 Disseminate to its provider network the information provided by LHD regarding local community resources.
- 3.2 ANTHEM agrees to pay LHD compensation pursuant to the provisions of Article IV.

**IV. Compensation and Billing**

- 4.1 LHD shall seek payment only from ANTHEM for the provision of Services except as provided in Section 4.2. The payment from ANTHEM shall be limited to the rates referred to in Section 4.7.
- 4.2 Except as permitted under Section 4.3, LHD may also seek payment for the provision of Services from other sources only as available pursuant to the coordination of benefits provisions of the applicable MCMCP Benefit Agreement and Section 4.4.
- 4.3 LHD agrees that the only charges for which a Member may be liable and be billed by LHD shall be for Services not covered by the applicable MCMCP Benefit Agreement and as provided in Section 4.8.
- 4.4 In a case in which ANTHEM, under the applicable MCMCP Benefit Agreement, is primary under applicable coordination of benefit rules provided in Title 10 of the California Code of Regulations Section 1300.67.13, ANTHEM shall pay the amounts due under this Agreement. In a case in which ANTHEM, under the applicable MCMCP Benefit Agreement, is other than primary under the coordination of benefit rules referred to above, ANTHEM shall pay the lesser of the amounts which when added to the amounts received by LHD from other sources, pursuant to the applicable coordination of benefits rules, equals one hundred percent (100%) of the amount required by this Agreement in Section 4.7.
- 4.5 LHD shall bill ANTHEM within one hundred twenty (120) days of providing the Services. Claims that are not received within the 120 day billing limit will be reimbursed at a reduced rate as follows:

(1) Claims received during the seventh through ninth month after the month of service will be reimbursed at 75 percent of the payable amount.

(2) Claims received during the tenth through twelfth month after the month of service will be reimbursed at 50 percent of the payable amount.

In the event of a Retroactive Rate Increase notification from Xerox, the State's Medi-Cal Fiscal Intermediary, LHD may resubmit claims previously processed for the difference within 90 days of the date of the notification. LHD shall bill on forms and in a manner acceptable to ANTHEM. LHD shall furnish, on request, all information reasonably required by ANTHEM to verify and substantiate the provision of Services and the charges for such Services. ANTHEM reserves the right to review all statements submitted by LHD when necessary.

- 4.6 ANTHEM shall pay LHD within thirty (30) Working Days of receipt of statements which are accurate, complete and otherwise in accordance with Section 4.5, unless the claim, or portion thereof, is contested by ANTHEM, in which case LHD shall be notified in writing within thirty (30) Working Days. The term "contested" in this paragraph has the same meaning as in the California Health and Safety Code, Section 1371.
- 4.7 LHD agrees to accept the fee schedule as provided in Exhibit A, attached to and made part of this Agreement, or LHD's covered billed charges, whichever is less, as payment in full for all Services provided to Members. Such payment shall be for Services provided on or after the effective date of this Agreement. If LHD receives any additional surcharge from a Member, ANTHEM shall require that LHD promptly refund the amount thereof to the Member. LHD agrees to hold harmless the state of California and Members in the event ANTHEM cannot or will not pay for Services provided by LHD.
- 4.8 LHD shall not charge Members for Services denied as not being Medically Necessary under Article V, unless LHD has obtained a written waiver from that Member or an individual legally responsible for Member. The waiver, except in Emergency situations, must be obtained in advance of rendering Services and shall specify those Services which ANTHEM has denied as not being Medically Necessary and shall clearly state that the Member, or individual legally responsible for the Member, shall be responsible for payment of Services denied by ANTHEM.
- 4.9 Any amount paid by ANTHEM to LHD under this Agreement determined subsequently by ANTHEM to have been an overpayment will be considered indebtedness of LHD to ANTHEM. ANTHEM shall have a first lien in the amount of such indebtedness and may, at its sole option, recover such indebtedness by: (i) deducting from and setting off any amount or amounts due and payable from ANTHEM to LHD at any time under this Agreement or any other agreement between ANTHEM and LHD, or for any reason, an amount or amounts equal to such indebtedness of LHD; and/or (ii) requesting a refund from LHD.
- 4.10 LHD agrees that Members shall not be subject to discrimination regardless of race, creed, color, religion, physical/mental handicap, sexual orientation, marital status or national origin/ancestry.
- 4.11 LHD shall designate on Exhibit D (attached and incorporated herein by reference) the linguistic services to be provided to Members and the names of the individuals who will provide such

services.

**V. Local Health Department Services Which May be Transferred to ANTHEM**

- 5.1 LHD has acknowledged expertise and experience in AIDS early intervention clinics, public health nursing, TB control, etc. In order to provide such services, ANTHEM may contract with LHD or another qualified provider outside the plan, or choose to provide these services with its own personnel. Whichever option is selected, the parties acknowledge that DHCS quality standards will be met as demonstrated through audits and other evaluation procedures.

**VI. UTILIZATION MANAGEMENT (UM)**

- 6.1 ANTHEM may establish a UM program which shall seek to assure that Services provided to Members are or were Medically Necessary. The UM shall follow the procedures described on Exhibit B, attached to and made part of this Agreement. Upon agreement and approval by the LHD, ANTHEM may change UM procedures by delivering amendments to or a replacement for, Exhibit B at least thirty (30) days prior to implementation.
- 6.2 UM for Services may include, but is not limited to, the following:
- (1) "Pre-service review" to determine whether Services are Medically Necessary; and
  - (2) "Concurrent review" to determine whether continuing Services are Medically Necessary; and
  - (3) "Retrospective review" to determine whether Services were Medically Necessary; and
  - (4) "Case Management" to determine, in conjunction with the attending physician or participating medical group, appropriate alternative treatment plans.
- 6.3 LHD may appeal a UM decision. The appeal shall be commenced by requesting reconsideration by the organization or entity making the initial decision. If LHD is not satisfied with that result, a review by ANTHEM shall be requested. If LHD continues not to be satisfied, LHD's remedy shall be arbitration as provided in Exhibit C, attached to and made part of this Agreement.

**VII. Records Maintenance, Availability, Inspection and Audit**

- 7.1 LHD shall prepare and maintain all appropriate records on Members receiving Services from LHD. The records shall be maintained in accordance with applicable general standards, prudent record-keeping procedures and as required by law.
- 7.2 ANTHEM, the DHCS, DHHS, DMHC and the Department of Justice ("DOJ") shall have access (which includes inspection, examination and copying) at reasonable times upon demand to the books, records and papers of LHD at LHD's office or such other mutually agreeable location in California relating to the Services LHD provides to Members, to the cost thereof, and to payments LHD receives from Members or others on their behalf. LHD shall maintain such records and provide such information to ANTHEM, the DHCS, DHHS, DMHC and the DOJ as may be necessary for ANTHEM's compliance with the requirements of this Agreement and the Knox-Keene Act. LHD shall maintain such records in accordance with applicable general



standards for at least five (5) years from the close of the DHCS' fiscal year in which this Agreement is in effect, and such obligations shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise. The LHD shall have access (which includes inspection, examination and copying) at reasonable times upon demand to the books, records and papers of Anthem at Anthems office or such other mutually agreeable location in California relating to the services LHD provides to Anthem Members.

- 7.3 Ownership and access to records of Members shall be controlled by applicable law.
- 7.4 All records must be maintained in a system that permits prompt retrieval of information. Medical records are to be legible, documented accurately in a timely manner and readily accessible.

**VIII. Liability, Indemnity and Insurance**

- 8.1 Neither ANTHEM nor LHD nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.
- 8.2 LHD, at its sole expense, agrees to maintain adequate insurance for professional liability and comprehensive general liability.
- 8.3 Upon request by ANTHEM, LHD shall provide ANTHEM with copies of insurance policies required under Section 8.2.
- 8.4 LHD agrees to notify ANTHEM no less than thirty (30) days prior to the termination, cancellation, or lapse of all or any portion of LHD's insurance coverage.

**IX. Marketing, Advertising and Publicity**

- 9.1 ANTHEM shall have the right to use the name of LHD for purposes of informing Members, prospective Members, and Participating MCMCP Program Providers of the identity of Participating MCMCP Program Providers.
- 9.2 Except as provided in Section 9.1, ANTHEM and LHD each reserve the right to and the control of the use of its name and all symbols, trademarks or service marks presently existing or later established. In addition, except as provided in Section 9.1, neither ANTHEM nor LHD shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or on termination of this Agreement, whichever is sooner.

**X. Dispute Resolution**

- 10.1 ANTHEM and LHD agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- 10.2 In the event that any problem or dispute concerning the terms of this Agreement, other than a UM decision as provided for in Article VI, is not satisfactorily resolved, ANTHEM and LHD may, upon mutual agreement, arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written request for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by ANTHEM and LHD. LHD and ANTHEM agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written request must be made within two (2) years of the date upon which the problem or dispute arose.

## **XI Term and Termination**

- 11.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one and shall continue in effect until terminated pursuant to this Agreement. Notwithstanding the aforementioned, this Agreement shall only become effective upon approval by the DHCS in writing or by operation of law where the State has acknowledged receipt of the proposed Agreement and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt. The parties agree the DHCS shall be notified in accordance with Section 11.4 herein in the event this Agreement is terminated.
- 11.2 Either party may terminate this Agreement, by giving at least (120) days prior written notice. Nothing contained herein shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.
- 11.3 After the effective date of termination, this Agreement shall remain in effect for the resolution of all matters subject to this Agreement but unresolved at that date.
- 11.4 In the event this Agreement is terminated, LHD agrees to assist ANTHEM in the transfer of Member medical care including making available to the DHCS and ANTHEM copies of medical records, patient files, and any other pertinent information held by LHD necessary for efficient case management of Members, as determined by the Director of the DHCS. The parties acknowledge that the cost of reproduction required by this provision will not be billed to Members, but will be borne by the DHCS.

## **XII. Definitions**

- 12.1 "Affiliate(s)" means a corporation or other organization owned or controlled, either directly or through parent or subsidiary corporations, by ANTHEM, or under common control with ANTHEM.
- 12.2 "Benefit Agreement(s)" means the written agreement entered into by ANTHEM and individuals or entities under which ANTHEM provides, indemnifies, or administers health care benefits to persons enrolled in the MCMCP Program. When such written agreement is between an individual or entity and an Affiliate, LHD shall owe the obligations of this Agreement to such Affiliate and look to such Affiliate for the performance of obligations owed to LHD under this Agreement.
- 12.3 "Coordination of Benefits" means the method of determining primary responsibility for payment of covered services under the terms of the applicable MCMCP Benefit Agreement or insurance policy, and applicable law and regulations, when more than one payor may have liability for payment for services received by Member.
- 12.4 "Emergency" means a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including without limitation sudden and unexpected severe pain) that the patient may reasonably believe that the absence of immediate medical attention could reasonably result in any of the following:
- (1) Placing the patient's health in jeopardy,
  - (2) Serious impairment to bodily functions,

- (3) Other serious medical consequences, or
- (4) Serious and/or permanent dysfunction of any bodily organ or part.

12.5 "Medically Necessary" means procedures, supplies, equipment or services that ANTHEM determines to be:

- (1) Appropriate for the symptoms, diagnosis or treatment of the medical condition; and
- (2) Provided for the diagnosis or direct care and treatment of the medical condition; and
- (3) Within standards of good medical practice within the organized medical community; and
- (4) Not primarily for the convenience of the Member's PHYSICIAN or another provider; and
- (5) The most appropriate procedures, supplies, equipment or service which can safely be provided. The most appropriate procedures, supplies, equipment or service must satisfy the following criteria: (i) there must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for the Member with the particular medical condition being treated than other alternatives; and (ii) generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and (iii) for hospital stays acute care as an inpatient is necessary due to the kind of services the Member is receiving or the severity of the medical condition, and safe and adequate care cannot be received as an outpatient or in a less intensified medical setting

12.6 "Medical Services" means those services provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.

12.7 "Member(s)" means "Eligible Beneficiaries", as defined in the contract between ANTHEM and the DHCS, who have enrolled in the Medi-Cal Managed Care Program.

12.8 "Participating MCMCP Program Provider" means a hospital, other health facility, physician or other health professional which has entered into an agreement with ANTHEM to provide health care services for prospectively determined rates.

12.9 "Supplies" means those supplies provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.

12.10 "Utilization Management" means a function performed by ANTHEM, or other entity acting on behalf of ANTHEM that has been approved by the DMHC, to review and determine whether Medical Services or Supplies provided, or to be provided, are Medically Necessary.

### **XIII. General Provisions**

13.1 Assignment. No assignment of the rights, duties or obligations of this Agreement shall be made by LHD or ANTHEM without the express written approval of a duly authorized representative of LHD or ANTHEM. Any attempted assignment in violation of this provision shall be void as to ANTHEM. Notwithstanding the aforementioned, LHD agrees that any assignment or delegation of this Agreement shall be void unless prior approval is obtained from the DHCS.

- 13.2 Subcontracting. Except as otherwise specified herein, LHD shall not subcontract any obligation set forth herein, without the prior written consent of ANTHEM.
- 13.3 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- 13.4 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Post (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation).

If to ANTHEM:

120 S Via Merida, MS #CAT201 M013  
Thousand Oaks, CA 91362  
Attn: Director, Compliance

With copy to:

Legal Department  
Medicaid Business Counsel  
21555 Oxnard Street  
Woodland Hills, California 91367

If to LHD:

Director  
Nevada County Public Health  
500 Crown Point Circle, Ste 110  
Grass Valley, CA 95945


If to the DHCS:


1501 Capitol Avenue  
Sacramento, CA 95814  
Attn: Contract Manager for ANTHEM


- 13.5 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by a valid act of Congress, or of the California Legislature, or by any regulation duly promulgated by the Officers of the United States or of the State of California acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.


- 13.6 Entire Agreement. This Agreement, together with its Exhibits, contains the entire Agreement between ANTHEM and LHD relating to the rights granted, and the obligations assumed, by the parties concerning the provision of Hospital Services to Members. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
- 13.7 Disclosure. If applicable, LHD agrees to furnish ANTHEM with the names of its officers, owners, stockholders owning more than ten percent (10%) of its stock and major creditors holding more than five percent (5%) of the debt of LHD; this information shall become public record on file with the DHCS.
- 13.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and all other laws, regulations and contractual obligations of ANTHEM. Without limiting the foregoing, ANTHEM is subject to the requirements of the Knox-Keene Act and any provision required to be in this Agreement thereunder shall bind ANTHEM and LHD, whether or not expressly provided in this Agreement.
- 13.9 Amendment. This Agreement or any article or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of the parties. An amendment to this Agreement shall be submitted to the DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services, or term. Proposed changes which are neither approved nor disapproved by the DHCS shall become effective by operation of law thirty (30) days after the DHCS has acknowledged receipt or upon the date specified in the amendment, whichever is later.
- 13.10 DHCS Approval. The parties acknowledge that this Agreement must be approved by the Department's Medi-Cal Managed Care Division on joint recommendation from the Divisions of Prevention Services and Primary Care and Family Health prior to ANTHEM commencing operations. This Agreement shall only become effective as to Members under the MCMCP Program upon approval by the DHCS in writing or by operation of law. The parties agree the DHCS shall be notified in the event this Agreement is terminated.

BLUE CROSS OF CALIFORNIA  
PARTNERSHIP PLAN, INC.


  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title


  
\_\_\_\_\_  
Date

LOCAL HEALTH DEPARTMENT

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dan Miller

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Date

**EXHIBIT A**

**COMPENSATION RATES**

LHD agrees that it shall accept, pursuant to Article IV, the lesser of LHD's usual or customary rate or the most recent Medi-Cal-rate, and for Family Planning office visits reimbursement will be in accordance with MMCD All Plan Letter 10-14.

## EXHIBIT B

### UM PROCEDURES

#### I. INTRODUCTION

- A. ANTHEM has established a UM program to conduct UM as provided in Article VI. ANTHEM and/or any and all Review Organizations with which ANTHEM may contract shall establish and maintain review procedures and screening criteria which take into account locally acceptable standards for quality medical care.
- B. The UM process has two primary objectives:
  - (1) To assure that LHD services provided to Members are Medically Necessary; and
  - (2) To assure that LHD services meet locally developed community standards for quality care and are provided at the appropriate level of care.
- C. ANTHEM shall accept approval decisions made by an outside Review Organization, mutually agreed upon by ANTHEM and the LHD, regarding Medical Necessity as binding on ANTHEM. Denial decisions shall be subject to the appeal procedures provided in Exhibit C.

#### II. DEFINITIONS

The following definitions are in addition to any definitions in Article II of this Agreement:

- A. "Certification Letter" means a document on which is stated ANTHEM determinations regarding UM pursuant to this Agreement.
- B. "Norms" means numerical or statistical measures of observed performance of health care services derived from aggregated information related to the health care services provided to a statistically significant number of persons, as developed by the Review Organization.
- C. "Physician Advisor" means a validly licensed physician who is employed by or on contract to ANTHEM to carry out UM.
- D. "Review Coordinator" means a professionally qualified person who is competent to conduct initial review, data analysis and other functions involved in the UM performed pursuant to this Agreement.
- E. "Review Organization" means an entity which provides the UM services described in this Agreement. It applies to the ANTHEM Managed Care Services Department, as well as to other entities who may perform review activities on behalf of ANTHEM.



- F. "Screening Criteria" means those written guidelines adopted by ANTHEM pursuant to this Exhibit C.
- G. "Working Day" means any day, Monday through Friday, excluding legal holidays.

### III. RESPONSIBILITIES OF ANTHEM

- A. ANTHEM shall develop, update and maintain Screening Criteria.
  - (1) Screening Criteria shall be developed for the purpose of making an initial determination of whether Services are Medically Necessary.
  - (2) Screening Criteria shall be based on professional expertise, current professional literature, and cumulative information on health care services provided within the community to a statistically significant number of persons.
  - (3) Screening Criteria shall be developed to enable the Review Coordinator to select for review by the Physician Advisor only those cases which appear outside locally accepted professional Norms.
- B. ANTHEM shall utilize professionally qualified review personnel to perform the duties of Review Coordinators. Such Review Coordinators shall have authority to use the Screening Criteria to provide approval for Services. A Review Coordinator shall have no authority to deny Services.
- C. ANTHEM may deny Services, but only by a Physician Advisor, after a review by the Physician Advisor of information contained in the Member's medical record and after consultation with the Attending Physician. If the Attending Physician is unavailable for consultation with the Physician Advisor and available information is insufficient for approval of the Services, the Physician Advisor shall deny the commencement or continuation of services subject to reconsideration and other appeal as provided in Article VI and Exhibit C of this Agreement.
- D. When preservice review is performed, ANTHEM shall respond to requests by providing a determination by telephone within three (3) Working Days of such requests. A certification number shall be given to the Attending Physician and to LHD from whom the patient is scheduled to receive the Services.
- E. ANTHEM shall provide written notification on a Certification Letter of approved requests for preservice review within three (3) Working Days of the request. Such notification shall be mailed to the Attending Physician, LHD, and the Member.
- F. ANTHEM shall respond to requests for reconsideration of denied preservice requests pursuant to Section 6.3, by making a redetermination and communicating the results to the Attending Physician and LHD by telephone and in writing within three (3) Working Days of the request.
- G. ANTHEM may conduct continuing review of Services.

- H. ANTHEM shall use the Screening Criteria to establish review dates for Services. Review dates shall be noted. If the Member continues to receive Services, an additional concurrent review may be conducted on or before the noted review date, a redetermination made and, if appropriate, a new review date established pursuant to this section. This process shall continue until either the Member is discharged or the Physician Advisor determines that, based on available information from the Member's medical record and the Attending Physician, continued Services are not approved as Medically Necessary.
- I. If the Physician Advisor determines, on the basis of available information obtained from the Member's medical records and the Attending Physician, that continued Services are not approved, ANTHEM shall notify LHD, the Attending Physician and the Member or the Member's authorized representative, in writing, on the Certification Letter, within three (3) Working Days. Such notification shall include an explanation of the procedure for requesting reconsideration.
- J. If reconsideration of a denied continuation of Services is requested, ANTHEM shall reconsider the decision and communicate it to LHD by telephone and to LHD, the Attending Physician and the Member, in writing, within three (3) Working Days of the request if the Member is still receiving services. Otherwise, ANTHEM shall notify LHD, the Attending Physician and the Member of the reconsideration decision, in writing, on the Certification Letter, within twenty (20) Working Days of the request. Further appeal shall be conducted, if requested, according to the appeal procedures provided in Exhibit D.
- K. In making any determination regarding whether LHD's commencement or continuation of Services is Medically Necessary, ANTHEM shall consider all relevant information. ANTHEM shall thoroughly document its actions and the rationale for its determinations.

IV. RESPONSIBILITIES OF LHD AND/OR ATTENDING PHYSICIAN

- A. LHD and/or Attending Physician shall request a preservice review from ANTHEM at least three (3) Working Days prior to scheduled Services to avoid retrospective denial of payment for such Services provided to Member. This may be done by phoning the Managed Care Services Department at (800) 274-7767. Preservice review will be done in accordance with Section III. D. of this Exhibit C.
- B. LHD and/or Attending Physician shall provide the following information to ANTHEM at the time of the request for preauthorization:
  - (1) Patient's name and Member certificate number;
  - (2) Patient's age and sex;
  - (3) Patient's diagnosis;
  - (4) Attending Physician's name and telephone number;
  - (5) Description of services; e.g., drug name, dosage, frequency, duration and treatment course;
  - (6) Planned date(s) of service;
  - (7) Name and telephone number of planned LHD; and
  - (8) Other information requested by ANTHEM.

V. REFERRAL CARE

- A. Scheduled referral to providers of Services who are not Participating Providers:
- (1) Preservice review should be requested for any scheduled referral for Services to providers who are not Participating Providers if the Member is to receive maximum benefits available under the Member's Benefit Certificate.
  - (2) Preservice review for referral care shall be requested by the Attending Physician and/or LHD. When preservice review is performed, ANTHEM shall determine whether the services are Medically Necessary and if they could be provided by a Participating Provider of Services. ANTHEM shall not authorize commencement of Services or continued Services from a provider of Services which is not a Participating Provider which could be provided by a Participating Provider in a manner consistent with the needs of the Members.
  - (3) ANTHEM shall provide notification of the determination regarding referral care by telephone and in writing on the Certification Letter within three (3) Working Days of the request.
- B. Emergency Services and continuing provision of Services from a provider which is not a Participating Provider may be reviewed by ANTHEM to determine if the Services are Medically Necessary and whether the services should be commenced by a Participating Provider in order to provide maximum benefits available under the Member's Benefit Agreement.

VI. OTHER PROCEDURES AND INFORMATION

- A. UM and Payment of Claims:
- (1) When applicable, the certification number shall be written on the claim form or a copy of the Certification Letter shall be attached to the claim form when the claim is submitted to ANTHEM for payment. Claim forms without the Certification number or letter may be returned to LHD.
  - (2) The UM decision made by ANTHEM is solely for determining whether Services are Medically Necessary and/or can be safely provided in the home. Claim processing and payment determination shall be the sole responsibility of ANTHEM.

## **EXHIBIT C**

### **ARBITRATION FOR UM**

The initial decision regarding whether Services are Medically Necessary shall be made pursuant to Section 6.1. LHD may appeal such a decision pursuant to the terms of Section 6.3. Arbitration under that section shall follow the procedures below.

- A. LHD agrees to submit any dispute concerning a UM decision, unresolved by reconsideration or review pursuant to the terms of Section 6.3, to binding arbitration. The arbitration shall be commenced by LHD by making written demand on ANTHEM. The scope of that arbitration shall be limited to a determination of whether, or to what extent, benefits specified in the applicable MCMCP Program Benefit Agreement were Medically Necessary or otherwise payable for the claim or claims in dispute.
  
- B. The arbitration shall be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by ANTHEM and LHD. LHD and ANTHEM agree that the arbitration findings shall be binding upon any subsequent litigation.

**EXHIBIT D**

**LINGUISTIC SERVICES**

(LHD shall designate the linguistic services to be provided to Members and the names of the individuals who will provide such services according to Section 4.11 of this contract)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**HIV SERVICES**

<b>CATEGORY</b>	<b>HIV SERVICES</b>	<b>ANTHEM</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Appoint a Liaison to coordinate activities with Anthem.</li> <li>2. Notify HIV/AIDS Program staff of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will appoint a Sr. Public Health Administrator to coordinate activities with the HIV/AIDS Program.</li> <li>2. Notify Anthem staff and contracting providers of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>
<b>PROVIDER EDUCATION</b>	<ol style="list-style-type: none"> <li>1. As resources allow, County will provide, technical assistance, training, and material related to HIV prevention, education, counseling, and testing, including providing mandatory services to pregnant women and adolescents.</li> <li>2. County will provide Anthem Health with timely information about any trainings offered within the County related to HIV counseling, testing, treatment, prevention, etc.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will inform contracting providers of their responsibility to assess all members for risk factors for HIV infection and to appropriately counsel and offer HIV testing, including providing mandatory services to pregnant women and adolescents.</li> <li>2. Anthem will provide information to providers regarding consent and test result disclosure information.</li> <li>3. Anthem will promote County training opportunities to contracting providers through existing communication channels.</li> <li>4. Compliance with Department of Health Care Services (DHCS), Medi-Cal Managed Care Division, Policy Letter No. 97-08; offer counseling to all infants, children and adolescents as defined in the policy letter.</li> </ol>
<b>CONSENT</b>	<ol style="list-style-type: none"> <li>1. Test site will have client fill out consent form for HIV test.</li> <li>2. Test site will obtain written</li> </ol>	<ol style="list-style-type: none"> <li>1. Before any information is released from the County to Anthem providers, a consent form from the member must be signed, in accordance with</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**HIV SERVICES**

	<p>authorization from Members regarding to whom test results should be forwarded:</p> <ul style="list-style-type: none"> <li>• Only specific medical information regarding diagnosis, treatment and follow-up care will be released to ensure continuity and quality of care</li> <li>• Results of tests will be forwarded to provider under strict adherence to confidential regulations.</li> </ul> <p>3. Test site will receive written consent to put name on claim form, per CCR, Section 121022.</p>	<p>applicable state and federal law. PCPs will request that Members provide written authorization to obtain test results.</p> <p>2. Anthem will educate contracting providers on the proper procedures for obtaining test results and intra-office confidentiality requirements to be followed.</p>
<b>FOLLOW-UP</b>	<p>1. Results of tests will be forwarded to providers under strict adherence to confidentiality regulations.</p> <p>2. Coordinate with Anthem to train test site staff regarding patient completion of written authorization for release of test results.</p> <p>3. Provide identification, notification and follow-up (to the extent County resources allow) of sex and needle-sharing partners of HIV positive clients whether they are or are not Members of Anthem.</p>	<p>1. Anthem will encourage contracting providers to contact the test site if results have not been returned within 30 days.</p> <p>2. Anthem will encourage PCPs to counsel and coordinate care for HIV positive Members with County HIV/AIDS Program.</p> <p>3. If test is negative, contracting provider may provide further counseling and education regarding risk factors.</p> <p>4. Anthem contracting providers will refer HIV positive Members to County for partner notification services as indicated.</p>
<b>HEALTH EDUCATION AND OUTREACH</b>	<p>1. As updates are available, provide Anthem with a listing of locations and times when anonymous and confidential HIV testing is available.</p>	<p>1. Anthem will inform Members of the availability of confidential and anonymous HIV testing from HIV test sites.</p> <p>2. Anthem makes health education materials, including</p>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**HIV SERVICES**

		STI and HIV materials, available to contracting providers at no cost to them by provider written request.
<b>BILLING</b>	N/A	N/A
<b>QUALITY IMPROVEMENT AND DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Submit available HIV data to Anthem.</li> <li>2. Share with Anthem relevant HIV/AIDS disease reports, as requested.</li> <li>3. Participate in Anthem's Quality Improvement Program, as Anthem requests.</li> </ol>	<ol style="list-style-type: none"> <li>1. Maintain quality improvement program in accordance with the requirements of the Medi-Cal Agreement and Knox Keene Health Care Service Plan Act.</li> <li>2. Inform contracting providers, including laboratories, of legal reporting requirements related to AIDS diagnosis.</li> </ol>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to assess and coordinate mutual HIV project goals.</li> <li>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.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>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.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>
<b>REIMBURSEMENT</b>	N/A	N/A
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. COUNTY will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through</li> </ul> </li> </ol>



**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**HIV SERVICES**

	<p>Section 17921 <i>et. seq.</i></p> <ul style="list-style-type: none"> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. COUNTY will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. COUNTY will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</p>	<p>56.37)</p> <p>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</p> <p>3. Anthem will notify COUNTY within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>
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 Blue Cross of California Partnership  
 Plan, Inc.

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 Date

  
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 County

10-11-16  
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 Date

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 CALIFORNIA CHILDREN’S SERVICES (CCS)**

CATEGORY	LOCAL CCS PROGRAM	ANTHEM
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. For dependent counties the CCS Regional Office and County CCS program will appoint and maintain a liaison to Anthem who will be the program's point of contact for Anthem and Anthem primary care physicians to facilitate the coordination of comprehensive services for children with CCS eligible medical conditions.</li> <li>2. The CCS liaison will meet, at a minimum, quarterly to ensure ongoing communication, resolve operational and administrative problems, and identify policy issues needing resolution at the management level.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will designate a liaison to CCS to coordinate and track referrals.</li> <li>2. Liaisons will meet, at a minimum, quarterly to ensure ongoing communication, resolve operational and administrative problem, and identify policy issues needing resolution at the management level.</li> </ol>
<b>CASE IDENTIFICATION AND REFERRAL</b>	<ol style="list-style-type: none"> <li>1. CCS Regional Office and County CCS program staff will provide technical assistance to Anthem for the development of Anthem policies, procedures, and protocols for making referrals to the program, including necessary medical documentation.</li> <li>2. CCS Regional Office and County CCS program staff will determine medical eligibility after receiving adequate medical documentation of the suspicion of a CCS eligible condition.</li> <li>3. CCS Regional Office and County CCS program staff will ensure that provider, designated Anthem personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination.</li> <li>4. CCS Regional Office will provide medical consultation as appropriate during the time</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will develop procedures, in conjunction with the CCS Regional Office and County CCS program, for Anthem or provider to submit the necessary documentation to determine medical eligibility at the time of referral.</li> <li>2. Anthem will develop procedures to specify that providers are to refer a subscriber to the County CCS program within one working day 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.)</li> <li>3. Anthem will 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</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 CALIFORNIA CHILDREN’S SERVICES (CCS)**

	<p>period from referral to medical eligibility determination.</p> <p>5. CCS Regional Office and County CCS program staff will authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established.</p>	<p>eligibility has been determined.</p> <p>4. Anthem will 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 CCS Regional Office and/or the County CCS program for a condition determined to be CCS eligible).</p> <p>5. Anthem remains responsible for CCS-referred children until CCS program eligibility is determined. The Primary Care Provider is responsible for referred children with CCS-eligible conditions for primary care and other medical services outside of the CCS-eligible condition.</p>
<p><b>CASE        MANAGEMENT/TRACKING        AND FOLLOW-UP</b></p>	<p>1. CCS Regional Office and County CCS program staff will assist Anthem 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 CCS program.</p> <p>2. CCS Regional Office and County CCS program staff will provide 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, such as Local Education Agencies and Regional Centers.</p>	<p>1. Anthem is responsible for all non-CCS-eligible medical needs.</p> <p>2. Anthem will utilize a tracking system to coordinate health care services for members receiving services authorized by the CCS program.</p> <p>3. Anthem will develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including immunizations.</p> <p>4. Anthem will develop policies and procedures that specify coordination activities among primary care providers, specialty providers, and</p>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 CALIFORNIA CHILDREN’S SERVICES (CCS)**

		hospitals and communication with CCS program case managers.
<b>QUALITY ASSURANCE AND MONITORING</b>	<ol style="list-style-type: none"> <li>1. CMS Branch liaison and County CCS program staff will conduct jointly with Anthem regular reviews of policies and procedures related to this agreement.</li> <li>2. CMS Branch liaison and County CCS program staff will participate, at a minimum, in quarterly meetings with Anthem to update policies and procedures as appropriate.</li> <li>3. CMS Branch liaison and County CCS program staff will review and update protocols on an annual basis in conjunction Anthem.</li> <li>4. CMS Branch liaison and County CCS program staff will collaborate with Anthem to monitor the effectiveness of the Agreement and the plan/CCS interface.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will conduct jointly with the CMS Branch and County CCS program regular reviews of policies and procedures related to this agreement.</li> <li>2. Anthem will participate, at a minimum, in quarterly meetings with the CMS Branch and County CCS program to update policies and procedures as appropriate.</li> <li>3. Anthem will review and update protocols annually in conjunction with the CMS Branch liaison and County CCS program.</li> <li>4. Anthem will develop work plan, in conjunction with CCS, that will monitor the effectiveness of the Agreement and the plan/CCS interface</li> </ol>
<b>PROVIDER TRAINING</b>	<ol style="list-style-type: none"> <li>1. Collaborate with Anthem to assist with the development of CCS related policies and procedures, as needed by Anthem and CCS.</li> <li>2. As resources allow Collaborate with Anthem to provide initial training opportunities that will give providers an understanding of the CCS program and eligibility requirements as resources allow.</li> <li>3. CCS Regional Office will provide availability of program medical consultant or designee to consult with Primary Care Providers and/or specialty providers on a case-by-case</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will 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.</li> <li>2. Anthem will provide multiple initial training opportunities, in conjunction with the local CCS program, for Primary Care Providers, including organized provider groups and support staff, in order to ensure awareness and understanding of the CCS program and eligibility requirements.</li> <li>3. Anthem will collaborate with CCS program staff to develop</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 CALIFORNIA CHILDREN’S SERVICES (CCS)**

	<p>basis.</p> <p>4. Support ongoing training opportunities on at least an annual basis as resources allow.</p>	<p>training materials that will ensure that Primary Care Providers, specialty providers, and hospitals understand the respective responsibilities of Anthem and the CCS program in authorizing services for subscribers with CCS-eligible conditions.</p> <p>4. Anthem will maintain training opportunities on at least an annual basis.</p>
<b>CCS PROVIDER NETWORK</b>	<p>1. Coordinate with the CCS Regional Office to assist Anthem with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers.</p> <p>2. Coordinate with Anthem to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment, as needed.</p>	<p>1. Anthem will develop a process to review Anthem providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled.</p> <p>2. Anthem will identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers.</p> <p>3. Anthem will ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate plan specialist.</p>
<b>PROBLEM RESOLUTION</b>	<p>1. The appropriate Division Manager will assign appropriate CCS program management and professional/liaison staff to participate with Anthem management staff in the resolution of individual subscriber issues as they are identified.</p> <p>2. The appropriate Division Manager will assign appropriate CCS program/liaison staff to</p>	<p>1. Anthem will assign appropriate Anthem management/liaison staff to participate with the CCS Regional Office and County CCS program management and professional staff in the resolution of individual subscriber issues as they are identified.</p> <p>2. If disagreement regarding medical eligibility and program benefits determination exists,</p>


**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 CALIFORNIA CHILDREN’S SERVICES (CCS)**

	<p>participate in quarterly meetings with Anthem management/liasion staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</p> <p>3. The appropriate Division Manager or designee will refer the issue to CMS Regional Office, if problem cannot be resolved locally.</p>	<p>physicians may submit written request to CCS Regional Office for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS Regional Office.</p> <p>3. Anthem will assign appropriate Anthem management/liasion staff to participate in quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</p> <p>4. Anthem will refer issue to the appropriate CMS Regional Office, if problem cannot be resolved locally.</p>
<p>PROTECTED HEALTH INFORMATION</p>	<p>1. County CCS Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. County CCS Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p>	<p>1. Anthem will comply with applicable portions of</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</p> <p>3. Anthem will notify County CCS Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure</p>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**CALIFORNIA CHILDREN'S SERVICES (CCS)**

	<p>4. County CCS Program will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</p>	<p>of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>
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 Blue Cross of California Partnership  
 Plan, Inc.

10/21/16  
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 Date

  
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 County

10-11-16  
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 Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM**

<b>CATEGORY</b>	<b>LOCAL CHDP PROGRAM</b>	<b>ANTHEM</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. CHDP Deputy Director or designee will coordinate activities with Anthem and notify CHDP staff of their roles and responsibilities.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse or designee will serve as liaison to coordinate activities with CHDP to notify staff and providers of their CHDP responsibilities, and insure communication to resolve operational, administrative and policy complications.</li> </ol>
<b>CLIENT OUTREACH</b>	<ol style="list-style-type: none"> <li>1. Conduct outreach to potential Medi-Cal eligibles, 0-21 years.</li> <li>2. Maintain responsibility for development of CHDP-Inter-Agency Agreement to ensure that face-to-face informing about entitlement to CHDP services is done by Department of Social Services and Juvenile Probation Department.</li> <li>3. Provide intensive informing, referral, and documentation to persons referred by PM 357 from DSS following basic informing efforts.</li> <li>4. Assist Anthem to outreach to members not utilizing preventive health services.</li> <li>5. Inform Plan providers of mechanism for those M/C eligible (0-19 years of age) who disenroll from Anthem, lose full scope eligibility and/or for family members 0-19 years of age who are not Medi-Cal beneficiaries.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will inform members of their entitlement by mail, including availability of CHDP services, e.g. preventive and well care within 7 days of enrollment effective date.</li> <li>2. Anthem will provide CHDP office a current list of primary care providers or list of IPAs.</li> <li>3. Customer Service Supervisor will ensure that members are assigned to appropriate providers within 40 days of enrollment.</li> <li>4. Customer Service Unit Representatives, CRC Staff, and/or Outreach Workers will contact Anthem members not utilizing preventive health services on an ongoing basis after being notified that Primary Care Providers (PCP)-to-member contact has failed. These efforts include preventive care notices, phone contacts, and home visits.</li> <li>5. The provider training will include information regarding funding mechanism for children who are ineligible for Anthem benefits, but are still eligible for CHDP screenings and wellness exams.</li> </ol>
<b>APPOINTMENT SCHEDULING AND</b>	<ol style="list-style-type: none"> <li>1. Process client requests for assistance with appointment</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will inform providers of their responsibility for</li> </ol>



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM**

<b>TRANSPORTATION ASSISTANCE</b>	scheduling, dental referrals, transportation assistance, and coordination with Anthem member services.	assisting patients in scheduling medical appointments. 2. For Anthem members only, Customer Service Unit Representatives and CRC Staff will offer assistance in scheduling appointments for covered medical services and transportation for those services as requested by Blue Cross members and by CHDP program staff.
<b>TRACKING AND FOLLOW-UP</b>	<ol style="list-style-type: none"> <li>1. Assist in identifying and, as resources are available; tracking high-risk, hard to reach clients, including those Anthem members lost to care (e.g. multiple missed appointments, no services utilization, etc.). Assist Anthem members attempting to locate services and information refer to Anthem Customer Service Unit or CRC.</li> <li>2. Assist and provide technical consultation to Anthem and Anthem providers in making referrals to appropriate community resources and agencies.</li> <li>3. Provide follow-up case management, as resources allow, for children identified by providers on PHP PM 160 as needing dental care services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will inform PCP's of the need to provide and document primary care case management including: <ul style="list-style-type: none"> <li>• Coordination of care</li> <li>• Medical and dental referrals</li> <li>• Continuity of care</li> <li>• Follow-up on missed appointments according to provider contracts.</li> </ul> </li> <li>2. Anthem and the PCP will inform parents/guardians about the importance of initial dental assessment for members reaching 3 years of age.</li> </ol>
<b>HEALTH EDUCATION</b>	<ol style="list-style-type: none"> <li>1. Perform community-wide education about child health issues, including CHDP services.</li> <li>2. Make health education resources available to providers that support the provision of anticipatory guidance during CHDP exam.</li> </ol>	<ol style="list-style-type: none"> <li>1. Customer Service Unit staff and CRC staff will give health education targeted to children and teens.</li> <li>2. Anthem will instruct PCP's to provide anticipatory guidance to children and teens according to CHDP guidelines.</li> </ol>
<b>PROVIDER NETWORK</b>	<ol style="list-style-type: none"> <li>1. Consult with Anthem and Anthem providers regarding CHDP policies and guidelines, including ongoing policy and</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will assume responsibility for developing and maintaining a provider network to meet regulations</li> </ol>

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BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC (ANTHEM)  
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	<p>programmatics updates.</p> <ol style="list-style-type: none"> <li>2. In collaboration with Anthem staff, enroll primary care providers who qualify to become CHDP providers.</li> <li>3. Assist Anthem in provider training regarding CHDP standards as requested.</li> <li>4. The local CHDP program retains responsibility for distribution of provider notices and distributes CHDP notices to Anthem providers and identifies Anthem staff.</li> <li>5. Collaborate with Anthem in performing PCP site reviews, and completion of provider agreements.</li> </ol>	<p>and member needs.</p> <ol style="list-style-type: none"> <li>2. Anthem will attempt to contract with qualified CHDP PCP's as they are identified to us by CHDP or encourage PCP's to enroll with CHDP.</li> <li>3. Blue Cross will encourage and support CHDP Provider.</li> <li>4. Anthem will provide information to providers on CHDP standards and policies in coordination with CHDP provider relations' staff.</li> <li>5. Local QM staff will assist local CHDP program with distribution of provider notices as reasonably requested.</li> <li>6. Local QM staff will collaborate with local CHDP staff in reviewing PCP offices for compliance with CHDP standards as possible.</li> </ol>
<b>CASE MANAGEMENT</b>	<ol style="list-style-type: none"> <li>1. Review PM 160s and provide follow-up case management.</li> <li>2. CHDP program staff will consult with Anthem PCPs regarding available community referral sources for child/family health services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will instruct PCPs to provide case management. As a primary case manager, PCP will coordinate referrals and ensure continuity of care.</li> </ol>
<b>DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Coordinate with Anthem in data collection as requested and available.</li> <li>2. PM 160 forms are available to the provider from the local CHDP office.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will ensure required CHDP data from the PHP PM 160 form is completed by provider and submitted as required: <ul style="list-style-type: none"> <li>• The PCP will forward one copy of the PM 160 to CHDP and submit one copy to Blue Cross</li> <li>• Blue Cross will forward a copy of the PM 160 to DHS.</li> </ul> </li> </ol>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. Consult with Anthem regarding EPSDT mandates.</li> <li>2. Review and analyze data available through PM 160 for complete health assessment and problem identification, trends, oversights, inaccuracies, etc. Review same with Anthem</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will monitor and use reasonable efforts to ensure provider compliance with federal EPSDT mandates; and establish policies to implement mandates.</li> <li>2. Local QM nurse will meet regularly, at least quarterly,</li> </ol>

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BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM**

	<p>local QM nurse.</p> <ol style="list-style-type: none"> <li>3. When a problem provider is identified based on member complaints, PM 160 reviews, or other information, CHDP will alert Anthem to initiate and assist in an assessment and development of a corrective action.</li> <li>4. Collaborate and develop with Anthem a Quality Assurance (QA) plan to evaluate provider compliance with medical case management responsibilities and use of community resources.</li> <li>5. Conduct visits to provider offices to review PCP compliance with CHDP standards and policies.</li> </ol>	<p>with CHDP staff to discuss needed policy changes and to monitor this agreement. The local QM nurse will team lead these efforts with the CHDP Liaison.</p> <ol style="list-style-type: none"> <li>3. Local QM staff will develop corrective action plans when standards are not met.</li> <li>4. In conjunction with Local QM Nurse-Anthem will implement corrective action plans as needed and review for compliance.</li> <li>5. Local QM Nurse will coordinate the review of PCP offices for compliance with case management standards.</li> <li>6. Anthem will monitor and have oversight of PCP UM/QM activities and take appropriate corrective action when necessary.</li> </ol>
<p><b>MONITORING AND CONFLICT RESOLUTION</b></p>	<ol style="list-style-type: none"> <li>1. Meet with Anthem liaison at quarterly intervals to monitor this agreement.</li> <li>2. Conduct quarterly MOU review, update and/or renegotiations of this agreement, as is mutually agreed.</li> <li>3. Provide 60 days' notice to Anthem should CHDP decide to modify this agreement.</li> <li>4. If issues are not resolved at the local level, the local CHDP program will notify the appropriate State Program (Children's Medical Services).</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will meet with the CHDP liaison quarterly and upon request to monitor the MOU. Local QM Nurse will conduct quarterly meetings to review, update and/or renegotiate the MOU as is mutually agreed.</li> <li>2. Anthem will provide 60 days' notice to CHDP should Blue Cross decide to modify this agreement.</li> <li>3. If issues are not resolved at the local level, Anthem will notify the DHS MMCD contract manager.</li> </ol>
<p><b>PROTECTED HEALTH INFORMATION</b></p>	<ol style="list-style-type: none"> <li>1. County CHDP Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through</li> </ul> </li> </ol>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM**

	<ul style="list-style-type: none"> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> <li>2. County CHDP Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County CHDP Program will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ul>	<p>56.37)</p> <ul style="list-style-type: none"> <li>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</li> <li>3. Anthem will notify County CHDP Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ul>
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Blue Cross of California Partnership  
 Plan, Inc.

Date

County

Date



10/21/16

10-11-16

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**FAMILY PLANNING SERVICES**

CATEGORY	FAMILY PLANNING SERVICES PROGRAM	ANTHEM
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Responsible for appointing a Family Planning Liaison to coordinate activities with Anthem.</li> <li>2. Family Planning Liaison will provide Anthem and Anthem providers with a list of Family Planning clinic sites, addresses, dates and hours of operation; at minimum annually and with updates as available.</li> </ol>	<ol style="list-style-type: none"> <li>1. Identify a local Anthem Liaison to coordinate activities with the Family Planning Program.</li> <li>2. Provider Training Staff will notify Anthem staff and providers of their responsibilities for the Family Planning Program.</li> <li>3. Anthem Liaison will provide the Family Planning Program with an updated Provider Directory, at minimum annually, and with updates as available.</li> </ol>
<b>OUTREACH</b>	<ol style="list-style-type: none"> <li>1. Inform patients of their right to go out of plan without prior authorization.</li> <li>2. Inform patients and potential patients about Family Planning services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Member Services Guide will be mailed to all members within 7 days of enrollment date informing them of their entitlements including: <ul style="list-style-type: none"> <li>• Their right to access Family Planning services from any qualified provider without prior authorization.</li> <li>• The availability of all available Family Planning services and their right to access services outside of the Anthem network.</li> <li>• This information will be provided through the Anthem Member Services Guide.</li> </ul> </li> <li>2. Upon request, Customer Call Center (CCC) manager and/or Community Resource Center (CRC) staff will inform eligible women and men of their benefits and assist them in accessing care and scheduling appointments.</li> <li>3. The following are family planning services provided to members: <ul style="list-style-type: none"> <li>• Health education and counseling necessary to</li> </ul> </li> </ol>

<p><b>OUTREACH (cont.)</b></p>		<p>make informed choices and understand contraceptive methods;</p> <ul style="list-style-type: none"> <li>• Limited history and physical examinations;</li> <li>• Laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods;</li> <li>• Diagnosis and treatment of sexually transmitted diseases (STD) if medically indicated</li> <li>• Screening, testing and counseling of at risk individuals for Human Immunodeficiency Virus (HIV) and referral for treatment;</li> <li>• Follow-up care for complications associated with contraceptive methods issued by the family planning providers; provision of contraceptive pills, devices/supplies;</li> <li>• Tubal Ligation;</li> <li>• Vasectomies;</li> <li>• Pregnancy testing and counseling.</li> </ul>
<p><b>APPOINTMENT SCHEDULING</b></p>	<p>1. Assure patient access for services as quickly as possible.</p>	<p>1. Provider Operations Manual and Anthem provider website or local Clinical Quality Compliance Administrators (CQCA) Nurse will train Anthem providers of responsibility for scheduling patient's appointments.</p>
<p><b>EDUCATION</b></p>	<p>1. Family Planning Program will provide education services to all patients following the PACT guidelines which include:</p> <ul style="list-style-type: none"> <li>• Initial individual assessment and re-assessment as needed, of the patient's family planning educational needs and knowledge about reproductive health.</li> <li>• Initial and all subsequent education and counseling</li> </ul>	<p>1. Health Education Specialists, CQCA and Network Education Representatives are responsible for provider and enrollee education regarding Family Planning on an ongoing basis.</p> <p>2. PCP, CCC Representatives and/or CRC Staff are responsible for referring enrollees on an ongoing basis to existing educational resources in the community provided to Anthem</p>

	<p>sessions must be provided in a way that is understandable to the patient and conducted in a manner that facilitates the patient's integration of information for the promotion of positive reproductive health behaviors.</p> <ul style="list-style-type: none"> <li>• An explanation of the results of the physical examination and the laboratory tests</li> <li>• Each pregnancy test patient must be provided with all information appropriate to the test results in order to make an informed choice.</li> <li>• All Family Planning staff persons providing education and counseling must be knowledgeable about the psychosocial and medical aspects of reproductive health, principles of behavioral change, and counseling techniques, including interviewing and communication skills. Individuals are expected to or will be trained to recognize situations where more intensive counseling may be required and make referrals as appropriate.</li> </ul>	<p>and by the Family Planning Service Program.</p> <p>3. PCP, Health Education Department, CCC Representatives and/or CRC Staff are responsible for informing enrollees about all available services on an ongoing basis.</p>
<b>CREDENTIALING</b>	<ol style="list-style-type: none"> <li>1. All providers within the Family Planning Services are credentialed through Family Planning standards.</li> <li>2. All Family Planning providers agree to provide the full scope of family planning services as stipulated in PACT.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to implementation and every two years thereafter, Credentialing Department is responsible for procedures to assess and ensure provider qualifications and competence</li> </ol>
<b>PLANNING, DATA COLLECTION, AND REPORTING</b>	<ol style="list-style-type: none"> <li>1. Provide information to Anthem to assist planning and development.</li> <li>2. Work in collaboration with Anthem to identify unmet service needs and gaps</li> <li>3. Provide data that is currently being collected to Anthem as needed and capacity allows.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provider Operations Manual and Anthem provider website, Provider Liaison, CQCA Nurse will inform PCPs to collect and submit data to Family Planning Services Program according to PHD/PHS guidelines.</li> <li>2. Anthem will share Family Planning studies/results when applicable, such as published HEDIS reports, needs assessments, etc.</li> </ol>

<b>QUALITY ASSURANCE</b>	Collaborate with Anthem on quality assurance standards and in implementing quality assurance program relative to standards of care, members served office procedures, etc.	CQCA Nurse will monitor compliance when Family Planning standards are not met.
<b>MEDICAL RECORD MANAGEMENT</b>	Family Planning Service Program will make sure that: <ol style="list-style-type: none"> <li>1. All medical records shall be maintained in a confidential manner, thereby being inaccessible to patients and other unauthorized persons to guard against disclosure of information.</li> <li>2. Individual member records of the Anthem members cannot be released without the written request of the member unless it is for the purpose of exchanging shared information for purposes of treatment, payment and healthcare operations between providers or institutions providing care to the member.</li> </ol>	Anthem providers will make sure that: <ol style="list-style-type: none"> <li>1. All medical records shall be maintained in a confidential manner, thereby being inaccessible to patients and other unauthorized persons to guard against disclosure of information.</li> <li>2. Individual member records of Anthem members cannot be released without the written request of the member unless it is for the purpose of exchanging shared information for purposes of treatment, payment and healthcare operations between providers or institutions providing care to the member.</li> </ol>
<b>INFORMED CONSENT</b>	<ol style="list-style-type: none"> <li>1. Family Planning Services Program will ensure that informed consent, using the proper 330 form, is obtained for all contraceptive methods, in accordance with Title 22, CCR, Sections 51305.1 and 51305.3</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem providers will ensure that informed consent, using the proper 330 form, is obtained for all contraceptive methods, in accordance with Title 22, CCR, Sections 51305.1 and 51305.3</li> </ol>
<b>PROVIDER NETWORK</b>	<ol style="list-style-type: none"> <li>1. Assist Anthem in identifying Family Planning health education resources.</li> <li>2. Collaborate in developing and providing training for Anthem providers on Family Planning issues</li> </ol>	<ol style="list-style-type: none"> <li>1. Network Education Representative and Development will maintain primary responsibility for provider recruitment.</li> <li>2. Provider Operations Manual and Anthem Provider website, will maintain primary responsibility for training for Anthem providers on family planning issues.</li> </ol>
<b>REIMBURSEMENT &amp; BILLING</b>	<ol style="list-style-type: none"> <li>1. Bill Anthem for Family Planning services administered to Anthem members.</li> <li>2. Family Planning Services Program will bill Anthem using</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will reimburse out of network providers for medically appropriate Family Planning services at the most recent M/Cal FFS rates and as</li> </ol>



	Family Planning Services billing number, not Family Planning Clinic number, and member ID number only, with diagnosis and related CPT codes.	stipulated in MMCD Policy Letters 98-11, 95-03 and MMCD All Plan Letters 10-014.
<b>CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule periodic meetings with Anthem liaison to monitor this MOU.</li> <li>2. Conduct a periodic review, update and/or renegotiations of this agreement as is mutually agreed.</li> <li>3. Provide 60 days' notice to Anthem should Family Planning Services decide to modify this agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local CQCA Nurse will meet with Family Planning Services liaison to monitor this agreement quarterly and/or upon request.</li> <li>2. Local CQCA Nurse will update and/or renegotiate this agreement, as is mutually agreed.</li> <li>3. Local Program Manager will provide 60 days' notice to Family Planning Services should Anthem decide to modify this agreement.</li> </ol>
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. County Family Planning Services Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. County Family Planning Services Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County Family Planning Services Program will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</li> <li>3. Anthem will notify County Family Planning Services Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>

	harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	

  
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 Blue Cross of California Partnership  
 Plan, Inc.

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 Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**IMMUNIZATION SERVICES**

<b>CATEGORY</b>	<b>IMMUNIZATION SERVICES PROGRAM</b>	<b>ANTHEM</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Public Health IZ Coordinator will coordinate activities with Anthem and will notify Immunization Program staff of their roles and responsibilities related to coordination.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local Quality Management Specialist (QM) Nurse will serve as liaison to coordinate activities with Immunization Program staff and to inform Anthem staff.</li> <li>2. Anthem will inform providers of their responsibilities to educate enrollees about countywide Immunization Program.</li> </ol>
<b>CLIENT OUTREACH AND ACCESS</b>	<ol style="list-style-type: none"> <li>1. As resources allow; Coordinate and staff special immunization sites and special events basis.</li> <li>2. Refer Anthem families to Anthem Outreach in order to access care if the child does not have a Primary Care Physician (PCP).</li> <li>3. Refer clients to PCP's, including county clinics and community based organizations for immunizations.</li> <li>4. Limited to inventory on hand, provide immunizations to Anthem members upon request at existing immunization service delivery sites.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will automatically mail reminder notices to families regarding immunizations needed.</li> <li>2. Upon request, Customer Service Unit Representatives and/or Community Resource Coordinators (CRC) staff may assist in scheduling appointments to reasonably ensure timely immunizations, with the members PCP being the first resource for Vaccines, Health Education Project Manager will notify providers of the availability of free vaccines through Vaccines for Children Program (VFC).</li> <li>3. Anthem will educate PCP to immunize adults.</li> </ol>
<b>TRACKING AND DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Encourage Anthem participation in county's data tracking system to monitor immunization levels in the county.</li> <li>2. Provide county wide immunization rates to Anthem as available.</li> <li>3. Support California Immunization Registry (CAIR) and HEDIS as resources allow.</li> <li>4. Participate in the local immunization coalition.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem staff will encourage PCP participation in California Immunization Registry (CAIR) to monitor immunization levels in the county.</li> <li>2. Upon request, Anthem will provide Immunization Program on immunization rates from Anthem Data and HEDIS.</li> <li>3. Local QM Nurse will participate in immunization coalition.</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
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 IMMUNIZATION SERVICES**

		<ol style="list-style-type: none"> <li>4. Anthem is required by contract to conduct annual HEDIS studies and will involve Immunization Services as County resources allow to assist in obtaining results.</li> <li>5. Anthem providers will follow immunization recommendations per the ACIP and the American Association of Pediatrics (AAP).</li> </ol>
<b>HEALTH EDUCATION</b>	<ol style="list-style-type: none"> <li>1. As resources allow; support an educational media campaign that urges parents to immunize their children according to the appropriate schedule.</li> <li>2. As resources allow; conduct public education campaigns to inform consumers of special circumstances, such as outbreaks of vaccine preventable diseases.</li> <li>3. Provide technical expertise on a variety of related topics for primary care providers, county clinics, and community based organizations, schools, etc., as resources allow.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will collaborate with Immunization Program to develop member education program on an ongoing basis.</li> <li>2. Local QM Nurse will assist county in dissemination of information to providers and members about disease outbreaks, health fairs, free clinics, etc. via the immunization coalition.</li> <li>3. Anthem will generate reports regarding members' immunization status to PCP.</li> </ol>
<b>QUALITY IMPROVEMENT</b>	<ol style="list-style-type: none"> <li>1. Work in coordination with Anthem to facilitate the increase of immunizations in the County.</li> <li>2. Advocate for state and federal policies that support access to immunizations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will work on coordination with Immunization Program to facilitate the increase of immunizations in the County through ongoing provider and member communication.</li> <li>2. Anthem Intervention Strategy Committee will develop interventions that support access to immunization.</li> <li>3. Plans are required to implement quality improvement interventions aimed at achieving the Healthy People 2020 immunization rate objectives.</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**IMMUNIZATION SERVICES**

<b>SURVEILLANCE</b>	<ol style="list-style-type: none"> <li>1. As resources allow; Conduct epidemiological investigations on vaccine related preventable diseases.</li> <li>2. Provide technical assistance to providers during disease outbreaks.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will instruct providers to report cases of vaccine preventable diseases to the Communicable Disease Program via telephone call; provider will immediately complete the Confidential Morbidity Report and forward to DCH Communicable Disease Department in accordance with the California Health and Safety Code.</li> <li>2. Anthem and CRC Staff will assist Immunization Program in contacting providers during disease outbreaks.</li> </ol>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule quarterly or more often if needed meetings with Blue Cross liaison to monitor MOU.</li> <li>2. Conduct a periodic review of, update and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Provide notice in accordance with the terms of the Service Agreement of 60 days to Anthem for any modifications of MOU.</li> <li>4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and Anthem. If agreement cannot be reached at the local level, it is to be elevated to the State Immunization Branch for resolution.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will meet quarterly or more often if needed with the Immunization liaison to monitor this agreement quarterly and/or upon request.</li> <li>2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Local Program Manager will provide notice in accordance with the terms of the Services Agreement of 60 days should Anthem decide to modify this agreement.</li> <li>4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and Anthem. If agreement cannot be reached at the local level, it is to be elevated to the State MMCD for resolution.</li> </ol>
<b>REIMBURSEMENT</b>	<ol style="list-style-type: none"> <li>1. County Immunizations Services may bill for administration of immunizations for both adults and children. For children, Immunizations will be supplied by VFC. The cost of County</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will reimburse for administration of VFC, State and 317 immunizations. If billed, Anthem will reimburse for immunizations and administration for County</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 IMMUNIZATION SERVICES**

	Purchased vaccines and the administration of vaccines may be billed to Anthem.	purchased vaccines. 2. Anthem will reimburse the County directly for immunizations and/or administration of immunizations given to members who may otherwise have a designated PCP that is part of a group/practice/entity/IPA contracted with Anthem.
<b>MEDICAL RECORD MANAGEMENT</b>	1. The local health department will make available upon request, immunization records to the PCP for immunization services that are billed to the Contractor.	
<b>PROTECTED HEALTH INFORMATION</b>	<p>1. County Immunization Services will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. County Immunization Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County Immunization Services will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial,</p>	<p>1. Anthem will comply with applicable portions of</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</p> <p>3. Anthem will notify County Immunization Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**IMMUNIZATION SERVICES**

	reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	
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Blue Cross of California Partnership  
Plan, Inc.

10/21/16  
Date

  
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County

10-11-16  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
COUNTY PUBLIC HEALTH DEPARTMENT**

**MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

CATEGORY	MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH)	ANTHEM
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. MCAH Director/designee coordinates activities with Anthem and notifies MCAH staff of their roles and responsibilities.</li> <li>2. The MCAH Director or designee will work with Anthem and communicate: <ul style="list-style-type: none"> <li>• The goal of the MCAH program in collaboration with Anthem is to improve pregnancy outcomes, encourage early access to prenatal care and give every baby a healthy start in life (OB Access Program leading to AB 3021. Margolin 1984)</li> </ul> </li> <li>3. MCAH will include Anthem liaison in their Quarterly CPSP Roundtables.</li> <li>4. As resources are available, COUNTY MCAH Director will work with Anthem to develop, implement and coordinate a work plan as indicated.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will serve as liaison to coordinate activities with MCAH.</li> <li>2. Anthem will attend the Quarterly CPSP Roundtables.</li> <li>3. Work with Health Services Agency to develop, implement and coordinate opportunities to promote MCPHD MCAH programs.</li> </ol>
<b>OUTREACH</b>	<ol style="list-style-type: none"> <li>1. As resources are available, the MCAH Home Visitation Programs will outreach to potentially eligible pregnant women and assist them in accessing care as they are identified through usual referral sources.</li> <li>2. The Perinatal Services Coordinator (PSC) will outreach to potentially eligible pregnant women and assist them in accessing care when they are identified through usual referral sources.</li> <li>3. The PSC will perform outreach and identification of:</li> </ol>	<ol style="list-style-type: none"> <li>1. The Regional Health Plan Outreach Staff will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant members.</li> <li>2. Local FQHC and OB's will be directed to refer low risk and moderate risk OB pregnant members, per CPSP guidelines, to Anthem outreach when the OB, FQHC office staff is unable to reach the member for rescheduling following current Anthem procedures for missed appointments (three office attempts by phone/written communication).</li> </ol>



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
COUNTY PUBLIC HEALTH DEPARTMENT**

**MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

	<ul style="list-style-type: none"> <li>• Potential eligible women of reproductive age (11-45 years) and help them access care, including Medi-Cal benefits, reproductive health services and other support services, when as they are identified through the established outreach system.</li> <li>• Heads of households regarding health needs as appropriate when they are identified through the established outreach.</li> </ul>	<ol style="list-style-type: none"> <li>3. Inform Members of maternal and child health services available from MCAH and Anthem.</li> <li>4. Anthem will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant Members.</li> <li>5. Anthem will work with community providers to promote the Comprehensive Perinatal Services Program (CPSP) – Program.</li> </ol>
<p><b>APPOINTMENT SCHEDULING and TRANSPORTATION ASSISTANCE</b></p>	<ol style="list-style-type: none"> <li>1. MCAH will refer to Anthem for assistance with scheduling and transportation.</li> <li>2. MCAH will notify Anthem of members needing specialized transportation.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to implementation and as needed thereafter, Health Education Project Manager will instruct Anthem providers on responsibility for scheduling patient’ appointments.</li> <li>2. Regional Health Plan Staff may assist in scheduling appointments upon member’s/provider’s request.</li> <li>3. Anthem’s Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians. Members may also self-refer to OB/GYN’s.</li> </ol>
<p><b>HEALTH EDUCATION</b></p>	<ol style="list-style-type: none"> <li>1. Provide technical assistance and consultation to Anthem on available perinatal and other community resources.</li> <li>2. As resources are available MCAH will perform community-wide education on relevant MCAH topics, as per established MCAH outreach/education systems.</li> <li>3. MCAH and Anthem will promote joint education programs.</li> <li>4. MCAH will request copies of pertinent Anthem materials as needed.</li> </ol>	<ol style="list-style-type: none"> <li>1. PCP and Regional Health Plan Staff are responsible for referring enrollees to existing educational resources in the community on an ongoing basis.</li> <li>2. Network providers and Regional Health Plan Staff are responsible for informing enrollees about available services at the point of service or contact.</li> <li>3. Anthem will work with MCPHD and MCAH to enroll members into community classes and programs, including childbirth classes, which have an emphasis on prenatal health and child safety.</li> <li>4. Educating Contracting Providers and</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
COUNTY PUBLIC HEALTH DEPARTMENT**

**MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

		<p>staff regarding perinatal issues and women’s health.</p> <p>5. Anthem and its Providers will provide member education materials and face-to-face education regarding perinatal issues and women’s health.</p> <p>6. Anthem will collaborate with MCAH on provider education relevant to CPSP guidelines.</p> <p>7. Provide a copy of pertinent Anthem materials to the local health department.</p>
<p><b>CASE MANAGEMENT AND REFERRAL OF SERVICES</b></p>	<p>1. MCAH will provide consultation to Anthem on available perinatal and community resources and linkages during quarterly CPSP Roundtables.</p> <p>2. As resources allow, MCAH program staff and Foothills Truckee Healthy Babies (an accredited CHVP home visitation program) may assist in providing coordination of care for Anthem Members, including hard-to-reach pregnant women and those identified as high risk, with Anthem.</p>	<p>1. Providers will be directed to Assessing clients’ nutritional, psychosocial and health education needs using a standardized assessment tool, and according to ACOG and CPSP guidelines.</p> <p>2. Providing appropriate interventions based on assessment/risk and according to ACOG/CPSP standards.</p> <p>3. Anthem Primary Care Physicians or OB/GYNs are responsible for primary care case management, coordination of referrals and continuity of care when identified.</p> <p>4. Anthem Primary Care Physician or OB/GYNs are responsible for following up on missed appointments.</p> <p>5. Anthem Primary Care Physicians or OB/GYNs are responsible for assessing and referring pregnant women when appropriate to available community resources, including genetic screening and counseling, and MCPHD / MCAH Programs as examples. Referrals to WIC and lactation services will be made to all members.</p>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
COUNTY PUBLIC HEALTH DEPARTMENT**

**MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

<b>CPSP APPLICATION APPROVAL</b>	<ol style="list-style-type: none"> <li>1. MCAH will provide to Anthem, at the quarterly CPSP Roundtables, any changes in the CPSP application process.</li> <li>2. MCAH will assist providers in CPSP Certification upon referral from Blue Cross.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem has primary responsibility for provider recruitment and credentialing.</li> <li>2. Encourage providers not already approved by the State who provide CPSP services to apply to the State for CPSP approval through the County PSC.</li> <li>3. Encourage and support CPSP community training and education provided by State and local MCAH for contracting providers and their staff.</li> </ol>
<b>PERINATAL ACCESS</b>	<ol style="list-style-type: none"> <li>1. As resources are available the MCAH Director or designee will work closely with Anthem and community groups regarding access of care issues for Medi-Cal eligible and ineligible pregnant women.</li> <li>2. MCAH staff will provide information to Anthem of other local health care options, for pregnant and parenting Members who may lose Medi-Cal eligibility.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will participate with MCAH liaison and community groups to address access to care issues of eligible pregnant women and their children.</li> <li>2. Anthem will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate and geographically accessible obstetricians and PCP/pediatricians.</li> <li>3. Anthem will provide upon request with a site and list of providers or contact local IPAs.</li> </ol>
<b>PROVIDER NETWORK</b>	<ol style="list-style-type: none"> <li>1. As resources are available the MCAH Director will provide CPSP community training and education locally or in collaboration with the State for providers and their staff as determined necessary by the PSC.</li> <li>2. MCAH Programs will make information about perinatal health education resources available to program participants and support the provision of CPSP comprehensive perinatal care.</li> <li>3. MCAH Programs will include</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will have primary responsibility for Contracting Provider recruitment and credentialing.</li> <li>2. Reasonably ensure that all obstetric care Providers receive orientation on State-approved prenatal care standards.</li> <li>3. Disseminate CPSP provider information to applicable Providers.</li> <li>4. Inform providers of available community education services and</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
COUNTY PUBLIC HEALTH DEPARTMENT**

**MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

	<p>Anthem in distribution of CPSP provider program information.</p> <p>4. As resources are available, MCAH Programs will organize and conduct information-sharing activities (e.g., roundtables, trainings) for perinatal providers and other interested providers in the community.</p>	<p>encourage participation or use.</p> <p>5. Actively participate in all MCAH program roundtables and trainings.</p>
<b>PLANNING and REFERRAL OF SERVICES</b>	<p>1. As resources allow, the MCAH Director will collaborate with Anthem in identifying unmet health and services needs in the community.</p> <p>2. Maternal Mental Health is addressed through assessment for perinatal depression and referral to home visitation services and the Moving Beyond Depression (MBD) program.</p>	<p>1. Assist in identifying service needs or gaps and developing a plan for addressing them, e.g., language, literacy, cultural competency.</p>
<b>DATA COLLECTION and QUALITY ASSURANCE</b>	<p>1. Collaborate with Anthem on OB quality assurance standards and in implementing quality assurance program, if requested.</p> <p>2. As resources are available, the MCAH Director retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>3. At the State's request, the PSC will assist the State in follow-up of corrective action plans identified by audits.</p> <p>4. As resources allow, MCAH programs will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>1. Anthem in collaboration with the MCAH program staff will develop a corrective action plan and monitor compliance when standards are not met.</p> <p>2. Anthem Perinatal RN Case Managers will participate in infant/children's morbidity and mortality review and evaluate participation in community wide corrective action plans.</p> <p>3. Monitoring services are provided in accordance with Anthem quality management program requirements.</p> <p>4. Collecting needed data indicators through Anthem resources as able.</p> <p>5. Developing a corrective action plan when standards are not met by provider.</p> <p>6. Anthem will make available collected data through Anthem MIS to MCAH director or designee as mutually agreed upon.</p>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
COUNTY PUBLIC HEALTH DEPARTMENT**

**MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

		<p>7. Anthem will participate in task force groups and the Nevada County Child Death Review Team (CDRT) as mutually agreed upon.</p> <p>8. Collaborate on quality management compliance and oversight activities with CPSP providers.</p>
<b>CONFLICT RESOLUTION</b>	<p>1. Schedule quarterly meetings with Anthem liaison to monitor the MOU.</p> <p>2. Conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed.</p> <p>3. Provide 60 days notice to Anthem in accordance with the terms set forth in the Service Agreement should MCAH decide to modify this agreement.</p>	<p>1. Local QM Nurse will meet with the MCAH liaison to monitor this agreement quarterly and/or upon request.</p> <p>2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed.</p> <p>3. Local Program Manager will provide 60 days notice to MCAH in accordance with the terms set forth in the Service Agreement should Anthem decide to modify this agreement.</p>
<b>PROTECTED HEALTH INFORMATION</b>	<p>1. County MCAH Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. County MCAH will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County MCAH will notify Anthem of verified breaches (as defined by</p>	<p>1. Anthem will comply with applicable portions of</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</p> <p>3. Anthem will notify County MCAH within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable</p>

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 COUNTY PUBLIC HEALTH DEPARTMENT  
 MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

	the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	Federal and State laws or regulations.
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 Blue Cross of California Partnership  
 Plan, Inc.

10/21/16  
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 Date

  
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10-11-16  
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**STD SERVICES**

<b>CATEGORY</b>	<b>STD SERVICES</b>	<b>ANTHEM</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Appoint a STD liaison with expertise in the subject to facilitate timely exchange of Program and patient specific information with Anthem and to inform STD staff of their roles and responsibilities.</li> <li>2. Provide updated information regarding standards and guidelines concerning STDs. STD Services to ensure the most recent Center for Disease Control (CDC) guidelines are available to the plan.</li> <li>3. Attend at least one liaison VS Quarterly/Yearly.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appoint a STD liaison with expertise in the subject to facilitate timely exchange of Program and patient specific information with STD Services and to inform Anthem provider staff of their roles and responsibilities in regard to STD services.</li> <li>2. Ensure providers have access to CDC guidelines.</li> <li>3. Work in concert with STD Services to coordinate rapid response to outbreak situations.</li> <li>4. Attend at least one liaison meeting Quarterly/Yearly.</li> </ol>
<b>DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Monitor disease prevalence and trends, provide data to Plans, and <u>as resources are available</u>, provide assistance to Anthem to analyze and evaluate data.</li> </ol>	<ol style="list-style-type: none"> <li>1. Collect disease prevalence data, including demographics for population and give data to health department.</li> </ol>
<b>DISEASE REPORTING</b>	<ol style="list-style-type: none"> <li>1. Provide the Anthem providers with California Morbidity Report (CMR) forms and guidelines for reporting. Monitor the disease-reporting process, including accuracy and completeness of information provided.</li> <li>2. Provide Anthem clinical laboratories with lists of reporting requirements; including required patient information and guidelines for providing this data to the STD program. Monitor the disease-reporting process.</li> <li>3. Share relevant STD reports/data with Anthem.</li> <li>4. Assure that STD reporting requirements are met.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide County STD program with completed California Morbidity Report (CMRs) on patients with reportable STDs as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, and Article 1.</li> <li>2. Anthem clinical laboratories provide County STD program with required information on patients with reportable STDs as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, and Article 1.</li> <li>3. Assure provider compliance with STD reporting requirements.</li> </ol>
<b>STD SCREENING PROTOCOL</b>	Assist Anthem in developing risk-assessment tools and screening protocols, as resources allow.	Develop STD risk-assessment tools and screening protocols for asymptomatic patients.
<b>PROVISION OF SERVICES</b>	<p><i>For Counties with categorical STD Clinics:</i></p> <ol style="list-style-type: none"> <li>1. Provide STD screening, diagnosis, counseling/education, and treatment</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide STD screening, diagnosis, counseling/education and treatment</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**STD SERVICES**

	<p>for Anthem members, including sensitive services to minors (age 12 and over) without prior authorization for diagnosis and treatment of listed STDs in accordance with the definition of episodes as contained in Medi-Cal Policy Letter 96-09.</p> <ol style="list-style-type: none"> <li>2. STD services for the disease episode include the diagnosis and treatment of the following STDs: syphilis, gonorrhea, chlamydia, herpes simplex, chancroids, trichomoniasis, human papilloma virus, non-gonococcal urethritis, lymphogranuloma venereum and granuloma inguinale. <i>Citation: Exhibit A, Attachment 12, Provision 1</i></li> <li>3. Inform members of their rights regarding release of confidential information to their primary care provider (PCP) or Anthem.</li> <li>4. Educate members regarding importance of continuity of care.</li> <li>5. Ensure members will be seen in a timely manner. If the patient cannot be seen within 24 hours in a categorical STD clinic, arrangements will be made in a public health setting to see the patient.</li> </ol>	<p>for Anthem members, including sensitive services to minors (ages 12 and over) for diagnosis and treatment of listed STDs in accordance with the definition of episodes as contained in Policy Letter 96-09.</p> <ol style="list-style-type: none"> <li>2. Inform all Anthem members of their right to access out-of-Plan STD services without prior authorization including sensitive services for minors without parental consent. Also inform them that these services are available at County STD clinics (where applicable) at no charge to them.</li> <li>3. Inform members of their right to confidentiality.</li> </ol>
<b>STD CONSULTATION AND TECHNICAL ASSISTANCE</b>	Provide Anthem Providers with consultation for STD diagnosis, treatment, follow-up and referral of patients.	Notify Anthem staff of STD program consultation.
<b>PARTNER NOTIFICATION AND REFERRAL</b>	<ol style="list-style-type: none"> <li>1. Conduct contact investigations, with support as appropriate from the California Department of Public Health Sexually Transmitted Diseases Control Branch regional field office Disease Intervention Section staff in response to the location and treatment of sexual partners of infected individuals according to LHD disease control priorities, and ensure they are tested, receive appropriate counseling and treatment, and identify sexual partners for further follow-up.</li> <li>2. Monitor partner-referral efforts of Anthem and assist in locating and follow-up of hard-to-reach members.as State and local resources</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform providers regarding the importance of rapidly notifying sexual partners of infected enrollees so they can be tested and be in receipt of appropriate counseling and treatment at earliest opportunity.</li> <li>2. Ensure the STD patient's sexual partners who are Anthem members are tested, treated and counseled according to partner management guidelines.</li> </ol>



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
AND THE  
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

**STD SERVICES**

	allow.	
<b>COORDINATION OF CARE</b>	Communicate medical information to Anthem liaison or Anthem according to contract, with member's consent, as soon as possible after diagnosis/treatment services.	Assure that clinical information provided by LHD reaches PCP for follow-up in a timely fashion.
<b>REIMBURSEMENT</b>	Contractor shall reimburse local health departments and non-contracting family planning providers at no less than the appropriate Medi-Cal FFS rate, for the diagnosis and treatment of a STD episode. <i>Citation: Exhibit A, Attachment 8, Provision 10.</i>	Reimburse an appropriately documented, claim for diagnosis and treatment of STD's in accordance with MMCD Policy Letter No. 96-09, its replacement or updated and/or revised editions within 30 days of receipt of claim.
<b>DATA SHARE/REPORTING</b>	<ol style="list-style-type: none"> <li>1. Share relevant STD reports/data with Anthem.</li> <li>2. Assure that STD reporting requirements are met.</li> </ol>	<ol style="list-style-type: none"> <li>1. Assure provider compliance with STD reporting requirements.</li> </ol>
<b>HEALTH EDUCATION</b>	<ol style="list-style-type: none"> <li>1. As resources allow; provide technical assistance to Anthem on needs of target population and assistance in designing appropriate health education programs.</li> <li>2. As resources allow; provide updated information on STD prevention and control to Anthem.</li> <li>3. As resources allow; provide health education technical assistance, assist in training and choosing STD-specific educational materials to Anthem providers and community agencies to enhance their availability to access high-risk individuals and deliver effective STD health education programs.</li> <li>4. As resources allow; provide technical assistance to Anthem to improve quality and effectiveness of STD prevention education efforts for enrollees.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide technical assistance on needs of target population and assistance in designing appropriate health education programs.</li> <li>2. Provide information to enrollees at risk for STDs, including materials on the prevention of STDs and availability of screening and treatment.</li> <li>3. Provide assistance to STD Services providing training and resources to Anthem providers and community agencies to enhance their ability to access high-risk individuals and deliver effective STD health education programs.</li> <li>4. Assist STD Services in quality assurance activities by providing data on Anthem's STD prevention education interventions and outcomes. Utilize data to improve effectiveness of STD prevention education efforts.</li> </ol>
<b>QUALITY REVIEW</b>	<ol style="list-style-type: none"> <li>1. Be involved in the process of strategic planning and policy development for prevention and control of STDs in managed care</li> </ol>	<ol style="list-style-type: none"> <li>1. Implement STD program.</li> <li>2. Provide STD-related service information to the STD county program.</li> </ol>

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	<p style="text-align: center;"><i>setting using best practice standards of care.</i></p> <ol style="list-style-type: none"> <li>2. Review STD-related service information from Anthem in areas of disease reporting, adequacy of treatment, follow-up and partner notification.</li> </ol>	
<b>PROBLEM RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule periodic meetings with Anthem liaison for problem resolution. In the event a problem cannot be resolved at local level, contact DHS contract manager.</li> <li>2. Review MOU at least annually and revise as needed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Schedule periodic meetings with the STD Services liaison for problem resolution. In the event problems cannot be resolved at local level, contact DHS contract manager.</li> <li>2. Review MOU at least annually and revise as needed.</li> </ol>
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. County STD Services will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:           <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>)</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. County STD Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County STD Services will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will comply with applicable portions of           <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>)</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</li> <li>3. Anthem will notify County STD Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>

MEMORANDUM OF UNDERSTANDING  
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AND THE  
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STD SERVICES

  
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Blue Cross of California Partnership  
Plan, Inc.

10/21/16  
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Date

  
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County

10-11-16  
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Date

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 TUBERCULOSIS DIRECT OBSERVED THERAPY (DOT)**

<b>CATEGORY</b>	<b>LOCAL HEALTH DEPARTMENT (LHD) PROGRAM</b>	<b>ANTHEM</b>
<b>LIAISON /OPERATIONS</b>	1. The TB Control Officer or designee will : <ol style="list-style-type: none"> <li>a. Serve as a liaison to coordinate activities with Anthem.</li> <li>b. Notify relevant staff of their roles and responsibilities related to coordination.</li> <li>c. Meet at least quarterly to address and resolve operational issues and to identify providers who may need training or retraining, and identify who will provide the training.</li> </ol>	1. Local Quality Management (QM) Nurse and/or designee will serve as liaison to coordinate activities with the Health Department and will: <ol style="list-style-type: none"> <li>a. Meet quarterly with TB Control Officer or designee to review operational issues and to mutually resolve issues, and to identify providers who may need training or retraining, and identify who will provide the training.</li> </ol> 2. Anthem will notify providers of their responsibilities regarding Tuberculosis Direct Observed Therapy.
<b>QUALITY IMPROVEMENT</b>	1. TB Control Officer will: <ol style="list-style-type: none"> <li>a. Maintain standards of diagnosis and treatment consistent with standards of care.</li> <li>b. Consult with the Anthem Medical Director and/or designee.</li> </ol>	1. Anthem shall direct contracting providers to use contracted, State licensed laboratories. 2. Medical Director or designee will consult with the local TB Medical Director to develop outcome and process measures for the purpose of measurable and reasonable quality assurance.
<b>CASE MANAGEMENT OVERSIGHT</b>	1. TB Control staff will: <ol style="list-style-type: none"> <li>a. Provide TB specific case oversight for each case or suspected case of TB for therapy, and ensure continuity of care through ongoing communication with the provider.</li> </ol> 2. Nevada County Public Health (NCPH): <ol style="list-style-type: none"> <li>a. Promptly notify Anthem of any change in assignment of TB Case Manager (TBCM).</li> <li>b. Review request for hospital or discharge within 24 hours</li> </ol>	1. Anthem will instruct providers to provide primary case management, coordination medical referrals and continuity of care. 2. Anthem will promptly notify the NCPH of any changes in the plan provider assigned to a confirmed or suspected TB case. 3. Anthem will require contract providers to obtain NCPH approval prior to hospital transfer or discharge or any patient with known or suspected TB.

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	of receipt request.	
<b>REPORTING AND DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. TB Control Staff will:           <ol style="list-style-type: none"> <li>a. Compile all mandated statistics on tuberculosis.</li> <li>b. Share with Anthem incidents and other relevant reports, as requested.</li> </ol> </li> <li>2. TB Control Officer or designee will:           <ol style="list-style-type: none"> <li>a. Inform Anthem of reporting procedures and requirements for providers as mandated by law.</li> <li>b. Monitor TB reporting of Anthem providers and if problems arise, inform and assist in corrective action.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will instruct providers to promptly report all suspected and known, diagnosis of active tuberculosis cases of TB disease within one working day of identification to the Health Department in accordance with the California Code of Regulations, Title 17, and Section 2500. BCC providers will also report PPD reactors (anyone with (+) skin test) less than 5 years of age.</li> </ol>
<b>TREATMENT PLAN</b>	<ol style="list-style-type: none"> <li>1. TB Control Officer will provide technical assistance to Anthem Medical Director regarding standards of care.</li> <li>2. TB Control staff will follow up on clients who are inconsistent in maintaining clinic contact and clients who lose medical eligibility.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to implementation and as needed thereafter, Anthem will instruct providers to:           <ol style="list-style-type: none"> <li>a. Consult with the local TB Control staff about treatment recommendations and protocols as needed, and treat suspected or confirmed cases as per the most recent American Thoracic Society/CDC recommendations.</li> <li>b. Obtain monthly sputum smears and cultures until documented conversion to negative culture.</li> </ol> </li> <li>2. Anthem will instruct providers, based on State Law, to:           <ol style="list-style-type: none"> <li>a. Submit updated treatment plans at least every three months until treatment is completed, in accordance with Health &amp; Safety Code section 121362.</li> <li>b. Report to the local TB Control Officer when patient does not respond to treatment.</li> <li>c. Notify local TB Control staff of adverse reactions to medications and changes in medication orders.</li> <li>d. Assess patients for potential barriers to adherence to</li> </ol> </li> </ol>

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		<p>treatment and to collaborate with TB Control staff to identify and address barriers including considering all patients for DOT.</p> <p>e. Report to the TB Control staff when non-adherence is suspected or detected.</p> <p>f. Report to the TB Control Staff when patient ceases TB treatment including patient failure to keep appointments, relocates, transfers care or discontinues treatment.</p> <p>g. Obtain TB Control Officer or designee approval prior to hospital transfer or discharge of any patient with known or suspected TB.</p>
<b>DIRECT OBSERVED THERAPY</b>	<p>1. TB Control Staff will:</p> <p>a. Inform Anthem of DOT criteria and protocols.</p> <p>b. Provide field or clinic based DOT to Anthem members as deemed necessary by LHD.</p> <p>c. Provide DOT medication records as needed.</p> <p>d. Notify Anthem providers of adverse effects of medication and changes in DOT schedule.</p>	<p>1 Anthem will instruct providers to:</p> <p>a. Refer all patients needing DOT to the TB Control program for the LHD's assessment of the need for DOT.</p> <p>b. Notify TB Control staff of next appointment with PCP, adverse reactions to medications, changes in medication order, and date patient completes therapy.</p>
<b>CONTINUITY AND COORDINATION OF CARE</b>	<p>1. TB Control Officer will provide assessment and management of TB cases as requested by Anthem Provider:</p> <p>a. Collaborate to ensure member completes treatment.</p> <p>b. TB Control Staff will assist in follow-up through ongoing communication with Anthem provider.</p>	<p>1 Anthem will instruct providers to:</p> <p>a. Evaluate all members with active TB for DOT referral.</p> <p>b. Submit a written or fax request to TB Control Program if field DOT is recommended.</p> <p>c. Ensure continuity of care through ongoing communication with TB control program.</p> <p>d. Determine when course of treatment is complete and notify TB Control Program for all DOT cases.</p>
<b>CONFLICT RESOLUTION</b>	<p>1. When a problem occurs that cannot be resolved at the local level, the NCPH will notify the appropriate State program, and the plan will</p>	<p>1. When a problem occurs that cannot be resolved at the local level, the plan will notify the DHS MMCD Contract Manager, and the NCPH</p>

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	notify the DHS MMCD Contract Manager.	will notify the appropriate State program.
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. County will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. County will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</li> <li>3. Anthem will notify County within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>

  
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**Local Women, Infants, and Children (WIC) Supplemental Food Program**

<b>CATEGORY</b>	<b>LOCAL WOMEN, INFANTS AND CHILDREN (WIC) SUPPLEMENTAL FOOD PROGRAM</b>	<b>ANTHEM</b>
<b>LIAISON</b>	Appoint a liaison person(s) to coordinate activities with Anthem and to notify WIC staff of their roles and responsibilities related to coordination.	Appoint a liaison person(s) to coordinate activities with WIC and to notify staff and providers of their responsibility to refer enrollees to the WIC program.
<b>CLIENT REFERRAL AND OUTREACH</b>	<ol style="list-style-type: none"> <li>1. Refer participants who are income eligible to the Medi-Cal managed care plans as part of the standard referral to health care.</li> <li>2. Provide individuals applying for or reapplying for WIC with information about the Medi-Cal managed care plans in the geographical area.</li> <li>3. Provide Anthem a list of WIC clinic sites, addresses, and date/hours of operation that is periodically updated.</li> <li>4. Share information with Anthem and Anthem providers about making referrals to appropriate community resources and agencies.</li> <li>5. Coordinate with Anthem outreach efforts to members not using preventive health services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform enrollees of the availability of WIC services including food vouchers, nutrition education, and community referrals.</li> <li>2. Enter referral of enrollee, along with anthropometric and biochemical data, on one of the following: <ul style="list-style-type: none"> <li>• Physician prescription pad</li> <li>• WIC referral form (PM 247 or PM 247A)</li> <li>• Child Health and Disability Prevention (CHDP) program form PM 160</li> </ul> </li> <li>3. Coordinate with WIC in conducting outreach efforts, especially to underserved populations.</li> </ol>
<b>APPOINTMENT SCHEDULING</b>	<ol style="list-style-type: none"> <li>1. Agree to schedule a WIC appointment to determine eligibility for pregnant women and migrant family members within 10 working days after initial contact by enrollee. All other applicants will be scheduled and notified of their eligibility or ineligibility within 20 days of the date of the first request for program benefits.</li> <li>2. Develop a method of communication with Anthem concerning Anthem' members who are determined to be eligible for WIC program benefits.</li> </ol>	<ol style="list-style-type: none"> <li>1. Primary responsibility for scheduling patient medical appointments.</li> </ol>



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**Local Women, Infants, and Children (WIC) Supplemental Food  
Program**

<b>TRACKING AND FOLLOW-UP</b>	<ol style="list-style-type: none"> <li>1. Attempt to contact each pregnant woman who misses her first WIC appointment to apply for participation by telephone or mail, and provide her with a rescheduled appointment upon request.</li> <li>2. Provide Anthem with a recertification schedule for all categories of participants.</li> </ol>	<ol style="list-style-type: none"> <li>1. Providers are responsible for primary care case management, coordination, medical referrals and continuity of care.</li> <li>2. Providers will document WIC referral in medical record of enrollee.</li> <li>3. Provide reasonable follow-up to WIC referrals.</li> </ol>
<b>PROVIDER NETWORK</b>	<ol style="list-style-type: none"> <li>1. Act as a resource to Anthem and Anthem providers regarding WIC policies and guidelines. Update this information as necessary.</li> <li>2. Assist Anthem in conducting provider trainings on WIC program services and federal regulations, as requested.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide training to providers on WIC program services and federal regulations.</li> </ol>
<b>HEALTH REQUIREMENTS</b>	<ol style="list-style-type: none"> <li>1. Inform Anthem of federal WIC requirements for program eligibility: <ul style="list-style-type: none"> <li>• Biochemical: Hemoglobin (Hgb) or Hematocrit (Hct) at enrollment and with each recertification except for infants younger than 6 months at certification, and children over 1 year of age with normal Hgb and Hct at previous certification. For these children the Hgb/Hct test is only required every 12 months.</li> <li>• Anthropometric: Height/length and weight for enrollment and with each 6 month recertification.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Agree to inform providers of the federal WIC anthropometric and biochemical requirements for program eligibility.</li> <li>2. Providers will perform Hgb or Hct tests and height/weight measurement and document such required anthropometric and biochemical data on referral form or PM 160 as needed for WIC enrollment and recertification.</li> </ol>
<b>NUTRITION COUNSELING</b>	<ol style="list-style-type: none"> <li>1. Determine a nutritional risk for program eligibility that is based on review of anthropometric, biochemical, and/or clinical information.</li> <li>2. Complete a dietary assessment at enrollment and at recertification. For prenatal participants, complete a dietary assessment at each trimester visit.</li> <li>3. Document a goal for dietary improvement that is participant selected.</li> </ol>	<ol style="list-style-type: none"> <li>1. Providers will document on enrollee's referral form or PM 160 anthropometric and biochemical data, plus diagnosed clinical condition(s).</li> <li>2. Providers will provide subsequent biochemical test results (i.e., glucose testing) or anthropometric data (i.e., prenatal weight gain), if requested.</li> <li>3. Providers will complete medical justification form for enrollees requiring special formula. State</li> </ol>

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	<ol style="list-style-type: none"> <li>4. Assess participants for standardized high risk conditions. Refer to registered dietician/nutritionist for individual counseling and provision of a care plan, including appropriate follow-up.</li> <li>5. Determine the need to provide non-contract formula for infants/children with special needs.</li> </ol>	<p>the expected duration of the request for special formula (i.e., Nutramigen and Alimentum) which is not a WIC contract formula.</p>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. Review and analyze data available through ISIS and other data collection sources, as is pertinent to the WIC program.</li> </ol>	<ol style="list-style-type: none"> <li>1. Collect needed data indicators available through Plan resources.</li> </ol>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule quarterly meetings with the liaison(s) from Anthem to monitor this agreement. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings.</li> <li>2. Conduct a periodic review, update, and/or renegotiating of this agreement, as mutually agreed.</li> <li>3. Provide 60 days' notice to Anthem if, at any point, the WIC program should decide to terminate this agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Periodically meet with the liaison(s) from the WIC program to monitor this agreement.</li> <li>2. Conduct a periodic review, update, and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Provide 60 days' notice to WIC Program if, at any point, the Anthem should decide to terminate this agreement.</li> </ol>
<b>FEDERAL/STATE MANDATE</b>	<p>The WIC program is mandated by federal regulation CFT 246.4 (a) (8) to refer participants who are income eligible to Medi-Cal providers. The California mandates for WIC are in Title 22, Chapter 6 of the State Code of Regulations and Section 311 of the Health and Safety Code.</p>	<p>The referral of Medi-Cal beneficiaries to the WIC program is mandated by federal Health Care Financing Administration (HCFA) regulations 42 CFR 431.63 © and California Code of Regulations, Title 22, Section 50157 and 50184.</p>
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. County WIC will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. County WIC will train all members</li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>1. Anthem will encrypt any data transmitted via Electronic Mail</li> </ol>

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**Local Women, Infants, and Children (WIC) Supplemental Food Program**

	<p>of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County WIC will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</p>	<p>(Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</p> <p>2. Anthem will notify County WIC within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>
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Blue Cross of California Partnership Plan, Inc.

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