

**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
LIAISON	<ol style="list-style-type: none"> 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. 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. 	<ol style="list-style-type: none"> 1. Anthem will designate a liaison to CCS to coordinate and track referrals. 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.
CASE IDENTIFICATION AND REFERRAL	<ol style="list-style-type: none"> 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. 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. 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. 4. CCS Regional Office will provide medical consultation as appropriate during the time 	<ol style="list-style-type: none"> 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. 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.) 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

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	<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>CASE MANAGEMENT/TRACKING AND FOLLOW-UP</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>

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		hospitals and communication with CCS program case managers.
QUALITY ASSURANCE AND MONITORING	<ol style="list-style-type: none"> 1. CMS Branch liaison and County CCS program staff will conduct jointly with Anthem regular reviews of policies and procedures related to this agreement. 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. 3. CMS Branch liaison and County CCS program staff will review and update protocols on an annual basis in conjunction Anthem. 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. 	<ol style="list-style-type: none"> 1. Anthem will conduct jointly with the CMS Branch and County CCS program regular reviews of policies and procedures related to this agreement. 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. 3. Anthem will review and update protocols annually in conjunction with the CMS Branch liaison and County CCS program. 4. Anthem will develop work plan, in conjunction with CCS, that will monitor the effectiveness of the Agreement and the plan/CCS interface
PROVIDER TRAINING	<ol style="list-style-type: none"> 1. Collaborate with Anthem to assist with the development of CCS related policies and procedures, as needed by Anthem and CCS. 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. 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 	<ol style="list-style-type: none"> 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. 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. 3. Anthem will collaborate with CCS program staff to develop

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	<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>
CCS PROVIDER NETWORK	<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>
PROBLEM RESOLUTION	<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>

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	<p>participate in quarterly meetings with Anthem management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</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/liaison 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"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) <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"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) <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>

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	<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.

 Date

 County

 Date