



RESOLUTION No. 13-516

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA HEALTH AND WELLNESS PLAN AND THE COUNTY OF NEVADA FOR COORDINATION OF SERVICES

WHEREAS, this Memorandum of Understanding (MOU) between the County of Nevada and California Health and Wellness Plan (CHWP), a health care service plan, is for the purpose of facilitating coordination of services separately arranged and delivered by Nevada County; and

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

WHEREAS, the County, through its Nevada County Public Health Department is mandated by the State of California and federal laws to provide specific public health services to the residents of Nevada County who may be members or eligible to be members; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding by and between the County and the California Health and Wellness Plan pertaining to the coordination and collaboration of certain public health services for members and agreement to fulfill the responsibilities set forth in the MOU for the Agreement term from the date of execution by CHWP and automatically renew annually thereafter, hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the MOU on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of December, 2013, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: Donna Landi

Hank Weston
Hank Weston, Chair

12/10/2013 cc: AC* (Hold)
PH (2)

12/30/2013 cc: PH*
AC*(release)

MEMORANDUM OF UNDERSTANDING

**between
CALIFORNIA HEALTH AND WELLNESS PLAN and
County of Nevada for
COORDINATION OF SERVICES**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this 10th day of Dec, 2013 by and between County of Nevada, a Political Subdivision of the State of California, and CALIFORNIA HEALTH AND WELLNESS PLAN (“CHWP”), a health care service plan, to facilitate coordination of services separately arranged and delivered by Nevada County (“COUNTY”) and CHWP (hereinafter referred to as the “Parties” collectively or a “Party” individually).

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

WHEREAS, COUNTY, through its Nevada County Public Health, is mandated by State of California (“State”) and federal laws to provide specific public health services to the residents of COUNTY who may be Members or eligible to be Members.

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

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

1. TERM

This MOU shall become effective retroactively to the 1st day of November, 2013 and automatically renew annually thereafter. 10/3

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient

funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

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

3. COMPENSATION

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

4. INDEPENDENT CONTRACTOR

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

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

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other

Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

7. CONFIDENTIALITY

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

8. NON-DISCRIMINATION

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

9. RECORDS, AUDITS AND INSPECTIONS

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

10. NOTICES

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

CHWP

COUNTY

California Health and Wellness Plan

County of Nevada

PO Box 1558

500 Crown Point Circle

Sacramento, CA 95812-1558

Grass Valley, CA 95945

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

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, after five (5) days of deposit in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

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

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

12. AMENDMENTS

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

13. ENTIRE AGREEMENT

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

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

California Health and Wellness Plan

County of Nevada

(Legibly Print Name of Provider)

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Print Name: Gregory Buchert, MD

Print Name: Hank Weston

Title: CEO

Title: Chair of the Board

Date: 12/20/13

Date: 12-10-13

To be completed by California Health and Wellness Plan only:
Effective Date of Agreement: 11/1/13

APPROVED AS TO FORM:

[Handwritten Signature]
County Counsel

Included in Agreement	Attachment/Exhibit
X	Attachment – Maternal, Child, and Adolescent Health Program
X	Attachment – California Children's Services
X	Attachment – Child Health and Disability Prevention Program
X	Attachment – Tuberculosis Direct Observes Therapy

THE MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM

County of Nevada is responsible for the planning, implementation and evaluation of services that address the health priorities and primary needs of infants, mothers, children and adolescents, and their families in Nevada County. County of Nevada carries out these functions and responsibilities through its administration of the Maternal, Child and Adolescent Health Program (“MCAH Program”) and its Comprehensive Perinatal Services Program (“CPSP”). Through CPSP, a program administered through MCAH, County of Nevada integrates nutrition, psychosocial, and health education assessments, interventions, and perinatal education with basic obstetrical care. Provider participation in the program requires a formal application process and certification by the State Department of Public Health.

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

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

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Policies and Procedures	1. MCAH will maintain a copy of pertinent CHWP policies and procedures, as appropriate.	1. CHWP will provide a copy of pertinent CHWP policies and procedures to the MCAH Program.
B. Liaison	<p>1. The appropriate Division Manager or MCAH Program designee will coordinate activities with CHWP and will notify County MCAH Program staff of their roles and responsibilities.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Perinatal Services Coordinator (PSC) will be the liaison with CHWP for all Comprehensive Perinatal Services Program (CPSP) activities. <input type="checkbox"/> The goal of the PSC is to communicate and collaborate with CHWP to improve pregnancy outcomes, encourage early access to prenatal care, and encourage breastfeeding for all new mothers. <p>2. MCAH Program and CHWP staff will meet quarterly or more frequently, if requested by either liaison.</p> <p>3. MCAH Program staff will work with CHWP to develop, implement, and coordinate a work plan as indicated.</p>	<p>1. CHWP will appoint a designee to coordinate activities with County MCAH Program staff and who will notify CHWP employees and Contracting Providers of their roles and responsibilities.</p> <p>2. CHWP and MCAH staff will meet quarterly or more frequently, if requested by either liaison.</p> <p>3. CHWP staff will work with MCAH Program staff to develop, implement, and coordinate a work plan as indicated.</p>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
C. Outreach	<ol style="list-style-type: none"> 1. MCAH Program staff will outreach in high risk areas based on perinatal outcome indicators. 2. MCAH Program staff will outreach to potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services, and other support services when they are identified through usual referral sources. 	<ol style="list-style-type: none"> 1. CHWP will inform Members of maternal and child health services available from MCAH and CHWP. 2. CHWP will collaborate with MCAH outreach staff to reasonably ensure early access to care upon notification of pregnant Members.
D. Appointment Scheduling and Transportation Assistance	<ol style="list-style-type: none"> 1. MCAH Program staff will assist in linking eligible pregnant women with CHWP as appropriate and as identified through the established outreach and CCM systems. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians providing CPSP services. 2. CHWP will provide transportation assistance to disabled Members in accordance with its transportation policy.
E. Health Education	<ol style="list-style-type: none"> 1. The PSC will collaborate with State Department of Public Health MCAH Branch and/or CHWP provider education, as mutually agreed and as described in the work plan. 2. As resources allow, MCAH Program staff may provide community-wide education on relevant MCAH Program topics. 	<ol style="list-style-type: none"> 1. CHWP will provide education to Contracting Providers and their staff regarding perinatal issues, breastfeeding, and women’s health. 2. CHWP and its Contracting Providers will provide Member education materials and face-to-face education regarding perinatal issues, breastfeeding, and women’s health. 3. CHWP will collaborate with PSC on provider education relevant to CPSP guidelines.
F. Case Management	<ol style="list-style-type: none"> 1. The appropriate Division Manager, or MCAH Program designee, will provide technical assistance and consultation to CHWP on available perinatal and community resources and linkages, as requested. 2. MCAH Program staff may assist in providing coordination of care and supplemental support services for CHWP Members, including hard-to-reach pregnant women and 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are responsible for primary care case management, coordination of referrals, and continuity of care. 2. CHWP Primary Care Physicians are responsible for following up on missed appointments. 3. CHWP Primary Care Physicians are responsible for assessing and referring pregnant women, when

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>those identified as high risk, with CHWP, as resources allow and as available through outreach and CCM systems.</p> <p>3. MCAH Program will accept referrals of high-risk pregnant women for case management services, as capacity allows.</p>	<p>appropriate, to available community resources, including genetic screening and counseling, public health nursing services, lactation services and WIC.</p>
G. CPSP Application Approval	<p>1. The PSC will provide to CHWP, on a quarterly basis, any changes in the CPSP application process.</p> <p>2. The PSC will assist providers in the CPSP application process.</p> <p>3. On a quarterly basis, the PSC will provide CHWP with a list of State-approved CPSP providers.</p>	<p>1. CHWP has the primary responsibility for provider recruitment and credentialing on CPSP Panel.</p> <p>2. CHWP will encourage providers not already approved by the State to provide CPSP services to apply to the State for approval.</p> <p>3. CHWP will encourage and support CPSP community training and education provided by State and local MCAH Program for Contracting Providers and their staff.</p>
H. Planning and Referral of Services	<p>1. MCAH Program staff will collaborate with CHWP in identifying unmet health and service needs.</p> <p>2. MCAH Program outreach staff will assist in linking eligible pregnant women, with CHWP as appropriate and as identified through the available outreach and CCM systems.</p> <p>3. MCAH Program staff will provide referral form to CHWP.</p>	<p>1. CHWP will strive to identify service needs or gaps and will develop a plan for addressing them e.g., language, literacy, cultural competency.</p> <p>2. CHWP will develop procedures for continuity of care following termination of a Member’s coverage with CHWP.</p> <p>3. CHWP will provide referral of African-American pregnant women for risk assessment to determine need for CCM and/or care coordination services.</p>
I. Data Collection and Quality Assurance	<p>1. The appropriate Division Manager or MCAH Program designee retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>2. At the State’s request, the PSC will assist the State in follow-up of</p>	<p>1. CHWP will monitor services to ensure they are provided in accordance with CHWP quality management program requirements.</p> <p>2. CHWP will collect needed data indicators through CHWP resources.</p>

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>corrective action plans identified by audits.</p> <p>3. The PSC will provide consultation and ongoing review of CHWP CPSP requirements implemented by their Contracting Providers.</p> <p>4. The PSC will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>3. CHWP will develop corrective action plan when standards are not met.</p> <p>4. CHWP will ensure collection and analysis of data available through CHWP MIS on a quarterly basis and will share the data with appropriate Division Manager or MCAH Program designee as mutually agreed upon. Type of data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan.</p> <p>5. CHWP will participate in task force groups and fetal infant mortality reviews (FIMR) and will participate in community-wide corrective action plans, as mutually agreed. CHWP will encourage families with fetal/infant deaths to participate with FIMR client interviews.</p> <p>6. CHWP will collaborate on quality management compliance and oversight activities with CPSP providers.</p> <p>7. CHWP will provide a list of their OB Contract Providers to the CHWP PSC on a quarterly basis.</p>
<p>J. Perinatal Access</p>	<p>1. The appropriate Division Manager or MCAH Program designee will work closely with CHWP and community groups regarding access to care issues for Medi-Cal eligible and ineligible pregnant women.</p> <p>2. MCAH Program staff will provide a list to CHWP of other health care resources for pregnant and parenting Members who may lose Medi-Cal eligibility.</p>	<p>1. CHWP will participate with MCAH Program liaison and community groups to address access to care issues of eligible pregnant women and their children.</p> <p>2. CHWP will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate, and geographically accessible obstetricians PCP/pediatricians on a timely basis.</p> <p>3. CHWP will provide to the</p>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
		appropriate Division Manager or PSC, on a quarterly basis, a list of Contracting Providers.
K. Provider Network	<ol style="list-style-type: none"> 1. PSC will provide a current list of CPSP providers to CHWP on a quarterly basis. 2. PSC may provide CPSP community training and education locally or in collaboration with the State for providers and their staff, as resources allow. 3. PSC will provide technical assistance to CHWP on relevance of CPSP protocols and assessment tools to present practice, current referral resources, and will assist CHWP in developing plans with providers to resolve any identified needs and/or deficiencies. 4. PSC will provide consultation to CHWP on perinatal health education resources available to Contracting Providers and support the provision of CPSP comprehensive perinatal care. 5. PSC will distribute CPSP provider program information to all certified CPSP providers in CHWP. 6. PSC will collaborate with CHWP on organizing and conducting information sharing activities (e.g., roundtables, newsletters) for perinatal providers in the community. 	<ol style="list-style-type: none"> 1. CHWP has the primary responsibility for Contracting Provider recruitment and credentialing. 2. CHWP will ensure that all obstetric care Contracting Providers receive orientation on State-approved prenatal care standards. 3. CHWP will disseminate CPSP provider information to applicable Contracting Providers. 4. CHWP will inform Contracting Providers of available community education services and encourage participation or use.
L. Monitoring	<ol style="list-style-type: none"> 1. Local MCAH Program and CHWP staff will meet at least quarterly to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may 	<ol style="list-style-type: none"> 1. Liaisons from CHWP and the local MCAH Program will meet at least quarterly to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>be called, as needed.</p> <p>3. The appropriate Division Manager or MCAH Program designee and CHWP will conduct an annual review of this Agreement.</p>	<p>be called, as needed.</p> <p>3. CHWP and the appropriate Division Manager or MCAH Program designee will conduct an annual review of this Agreement.</p>
M. Conflict Resolution	<p>1. Issues that cannot be resolved by the MCAH Program liaison will be referred to the MCAH Program Medical Director and/or the Department of Health Care Services or Department of Public Health, as appropriate.</p>	<p>1. Issues that cannot be resolved by the CHWP liaison will be referred to the CHWP Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.</p>

CALIFORNIA CHILDREN'S SERVICES

The California Children's Services ("CCS") Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered at public schools. In counties with populations greater than 200,000 (independent counties), the CCS Program is administered locally by the county. In counties with populations under 200,000 ("dependent counties"), the Department of Health Care Services' Children's Medical Services ("CMS") Branch administers the program in coordination with the respective county and provides medical case management and eligibility and benefits determination through its regional offices.

Nevada County is a dependent county and administers the CCS Program through County of Nevada.

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

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

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

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Liaison	<ol style="list-style-type: none"> 1. Designate a liaison to CHWP who will be the program's point of contact for the health CHWP and its networks to coordinate all related activities. 2. 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. Designate a liaison to CCS to coordinate and track referrals. 2. Meet, at a minimum, quarterly to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.
B. Provider Training	<ol style="list-style-type: none"> 1. Collaborate with CHWP to assist with the development of CCS related policies and procedures, as needed by CHWP and CCS. 2. Collaborate with CHWP to provide multiple initial training opportunities that will give providers an understanding of the CCS Program and eligibility requirements. 3. Provide availability of local 	<ol style="list-style-type: none"> 1. 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. Provide multiple initial training opportunities, in conjunction with the local CCS Program, for primary care providers, including organized provider groups and

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>program medical consultant or designee to consult with primary care providers and/or specialty providers on a case-by-case basis.</p> <p>4. Support ongoing training opportunities as needed.</p>	<p>support staff, in order to ensure awareness and understanding of the CCS Program and eligibility requirements.</p> <p>3. Collaborate with CCS to develop training materials that will assure that primary care providers, specialty providers, and hospitals understand the respective responsibilities of the CHWP and the CCS Program in authorizing services for subscribers with CCS-eligible conditions.</p> <p>4. Maintain training opportunities on, at least, an annual basis.</p>
C. CCS Provider Network	<p>1. Provide CHWP with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers.</p> <p>2. Coordinate with the CMS Branch to assure identification of local CCS provider network to CHWP.</p> <p>3. Coordinate with CHWP to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed.</p>	<p>1. Develop a process to review CHWP providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled.</p> <p>2. 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. 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 CHWP specialist.</p>
D. Case Identification and Referral	<p>1. Provide technical assistance to CHWPs for the development of CHWP policies, procedures, and protocols for making referrals to the program, including necessary medical documentation.</p> <p>2. Determine medical eligibility within five working days of receiving adequate medical documentation of the suspicion of a CCS eligible condition.</p> <p>3. Ensure that provider, designated CHWP personnel, and subscriber</p>	<p>1. Develop procedures, in conjunction with the local CCS Program, for CHWP or provider to submit the necessary documentation to determine medical eligibility at the time of referral.</p> <p>2. Develop procedures to specify that providers are to refer a subscriber to the CCS Program within two days of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest possible date from which</p>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>family are informed of either program eligibility or denial upon eligibility determination. Provide medical consultation as appropriate during the time period from referral to medical eligibility determination.</p> <ol style="list-style-type: none"> 4. 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. 5. Coordinate with CHWP liaison and network designees to share a tracking list of CCS eligibles who are known to the CHWPs. The list will include name, CCS case number, birth date, social security number (if known), CCS eligible diagnoses, date of eligibility and status; in case of denial or closure, reason for ineligibility and date closed; referral source and primary care provider on file, if known. 	<p>medically necessary services may be approved.)</p> <ol style="list-style-type: none"> 3. Inform families of subscribers of referral to the CCS Program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined. 4. 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 Program for a condition determined to be CCS eligible.) 5. Develop with network designees, where applicable, a monthly tracking list to include: name of referred subscriber; address and telephone number; birth date; social security number (if known); CHWP eligibility status; primary care provider name, address, and telephone number; and CHWP number and enrollment /disenrollment dates to be used for coordination and follow-up with the local CCS Program.
<p>E. Case Management/Tracking and Follow-Up</p>	<ol style="list-style-type: none"> 1. Assist CHWP in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into the CCS Program. 2. 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 	<ol style="list-style-type: none"> 1. Utilize tracking system to coordinate health care services for members receiving services authorized by the CCS Program. 2. 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. 3. Develop policies and procedures that specify coordination activities

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>Agencies and Regional Centers.</p> <p>3. Develop systems that result in transmission of medical reports of services provided by CCS authorized providers to the appropriate CHWP primary care providers.</p>	<p>among primary care providers, specialty providers, and hospitals and communication with CCS Program case managers.</p>
F. Quality Assurance and Monitoring	<p>1. Conduct jointly with the CHWPs, regular reviews of policies and procedures related to this agreement.</p> <p>2. Participate, at a minimum, in quarterly meetings with the CHWP to update policies and procedures as appropriate.</p> <p>3. Review and update protocol on an annual basis in conjunction with CHWP.</p> <p>4. Develop work CHWP, in conjunction with CHWP, to monitor the effectiveness of the MOU and CHWP/CCS interface.</p>	<p>1. Conduct jointly with the CCS Program, regular reviews of policies and procedures related to this agreement.</p> <p>2. Participate, at a minimum, in quarterly meetings with the CCS Program to update policies and procedures as appropriate.</p> <p>3. Review and update protocols annually in conjunction with the CCS Program.</p> <p>4. Develop work CHWP, in conjunction with CCS, that will monitor the effectiveness of the MOU and the CHWP/CCS interface.</p>
G. Conflict Resolution	<p>1. Assign appropriate CCS Program management and professional/liaison staff to participate with CHWP management staff in the resolution of individual subscriber issues as they are identified.</p> <p>2. Assign appropriate CCS Program/liaison staff to participate in, at a minimum, quarterly meetings with CHWP management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of</p>	<p>1. Assign appropriate CHWP management/liaison staff to participate with the local CCS Program management and professional staff in the resolution of individual subscriber issues as they are identified.</p> <p>2. Assign appropriate CHWP management/liaison staff to participate in, at a minimum, quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</p> <p>3. Refer issue to the appropriate</p>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>services.</p> <p>3. If disagreement regarding medical eligibility and program benefits determination exists, physicians may submit written request to CCS for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS.</p> <p>4. Refer issue to CMS Regional Office if problem cannot be resolved locally.</p>	<p>CMS Regional Office if problem cannot be resolved locally.</p>

THE CHILD HEALTH AND DISABILTIY PREVENTION PROGRAM

The Child Health and Disability Prevention (“CHDP”) Program is a preventive health program that provides periodic health services to Medi-Cal beneficiaries under the regulations of the Federal Early and Periodic Screening, Diagnosis, and Treatment (“EPSDT”) Program. The CHDP Program also provides periodic health services to non-Medi-Cal eligible children and youth from birth to age 19 from low-income families.

Nevada County administers the CHDP Program through County of Nevada. County of Nevada will maintain responsibility for and oversight of the CHDP Program consistent with 17 CCR 6800 et seq., and any other applicable laws and regulations.

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

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

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

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Liaison	<ol style="list-style-type: none"> 1. Appoint CHDP Deputy Director or designee to coordinate activities with CHWP and to notify CHWP and CHDP staff of their roles and responsibilities. 2. Liaisons will meet at least quarterly and more often if requested by either liaison. 	<ol style="list-style-type: none"> 1. CHWP will appoint a Senior Public Health Administrator to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and Contracting Providers of their roles and responsibilities. 2. Liaisons will meet at least quarterly and more often if requested by either liaison.
B. Policies and Procedures	<ol style="list-style-type: none"> 1. CHDP will maintain a copy of pertinent CHWP policies and procedures, as appropriate. 2. CHDP will provide a copy of pertinent CHDP policies and procedures to CHWP. 	<ol style="list-style-type: none"> 1. CHWP will provide a copy of pertinent CHWP policies and procedures to the CHDP program. 2. CHWP will maintain a copy of pertinent CHDP policies and procedures, as appropriate.
C. Outreach	<ol style="list-style-type: none"> 1. CHDP program staff will outreach to potential CHDP eligibles, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are not Medi-Cal eligible. 2. CHDP will maintain responsibility for development and implementation of CHDP/DSS Inter-Agency Agreement to ensure that face-to-face informing about 	<ol style="list-style-type: none"> 1. CHWP will inform Members of available CHDP or CHDP equivalent services. 2. CHWP will provide CHDP office with a current list of Contracting Providers. 3. CHWP will ensure Members are assigned to appropriate Contracting Primary Care

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>entitlement to CHDP Services is done.</p> <ol style="list-style-type: none"> 3. CHDP program staff will provide informing, referral and documentation to persons referred by PM357s from DSS following DSS’ basic informing efforts. 4. CHDP program staff will coordinate with CHWP outreach to Members disenrolled from managed care. 	<p>Physicians.</p> <ol style="list-style-type: none"> 4. CHWP staff will contract CHWP members not utilizing preventive health services, and refer appropriately. 5. CHWP will provide a monthly list of mandatory Medi-Cal disenrollments age 20 and under to CHDP. 6. CHWP will inform Contracting Providers through provider training and provider manual of 200% funding mechanism for those CHDP eligibles that terminate from CHWP.
D. Appointment Scheduling and Transportation Assistance	<ol style="list-style-type: none"> 1. CHDP program staff will handle client requests for assistance with appointment scheduling, dental referrals and transportation assistance by referring to CHWP Member Services Department. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are primarily responsible for providing CHDP equivalent services, or as otherwise specified in the Medi-Cal Contract, and for referring Members to appropriate physician specialist services. 2. CHWP will provide transportation assistance to Members in accordance with its transportation policies. 3. CHWP will handle Member requests for assistance with appointment scheduling, dental referrals, and transportation assistance.
E. Tracking and Following-Up	<ol style="list-style-type: none"> 1. CHDP program staff will provide consultation to CHWP Contracting Providers in tracking hard to reach clients. 2. CHDP programs staff will provide assistance and technical consultation to CHWP and Contracting Providers in making referrals to appropriate community resources and agencies. 3. CHDP will provide list of dentists who accept Medi-Cal, updated yearly. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are responsible for primary care case management, including tracking Members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care. 2. CHWP Primary Care Physicians are responsible for follow-up missed appointments in accordance with CHWP procedures.

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
		<ol style="list-style-type: none"> 3. CHWP Primary Care Physicians are responsible for referring those children who have lost Medi-Cal eligibility and CHWP coverage and still require treatment to the CHDP program. 4. CHWP Primary Care Physicians are responsible for referring Members who are potentially eligible to community resources such as CCS, WIC, Head Start, Regional Center, and mental health services. 5. CHWP Contracting Primary Care Physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam. 6. CHWP shall notify CHDP and provide copy of PM160 for members who lose Medi-Cal eligibility and CHWP coverage, and still need treatment.
F. Health Education	<ol style="list-style-type: none"> 1. CHDP program staff will perform community-wide education about child health issues, including CHDP services. 2. CHDP program staff will make health education resources available to CHWP and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow. 3. CHDP program staff will meet with CHWP liaison at the quarterly meetings. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians will provide anticipatory guidance according to CHDP guidelines. 2. CHWP health educators will coordinate prevention activities targeted to children and teens with CHDP staff. 3. CHWP staff will meet with CHDP health education staff at the quarterly meetings.
G. Provider Network	<ol style="list-style-type: none"> 1. CHDP will act as a consultant to CHWP and its Contracting Providers regarding CHDP policies and guidelines, including ongoing programmatic update. 2. CHDP will assist CHWP in 	<ol style="list-style-type: none"> 1. CHWP assumes the primary responsibility for Contracting Provider recruitment and credentialing. 2. CHWP will provide training to Contracting Providers on CHDP

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>provider training on CHDP standards, as requested.</p> <p>3. CHDP will distribute all CHDP provider notices to CHWP Contracting Providers and identified CHWP staff.</p>	<p>standards.</p> <p>3. CHWP will provide a list of Contracting Providers to the CHDP program at the time the list is updated.</p>
H. Data Collection	<p>1. CHDP will collaborate with CHWP in data collection efforts and share data as requested.</p>	<p>1. CHWP will collect and submit to State and local CHDP program data required on PM160 Information Only form.</p>
I. Quality Assurance	<p>1. CHDP will provide consultation to CHWP regarding EPSDT/CHDP mandates, standards and policies.</p> <p>2. CHDP program staff will review and analyze data available through PM160 for complete health assessments and problem identification, trends, oversights, immunizations.</p> <p>3. When a problem Provider is identified based on Member complaints, or other information, CHDP will alert CHWP to initiate investigation.</p> <p>4. CHDP will assist in implementation of corrective action plan, as indicated.</p> <p>5. Coordinate efforts with CHWP to improve quality of care for CHDP recipients.</p>	<p>1. CHWP will monitor Contracting Provider compliance with federal EPSDT mandates, Medi-Cal contract and DHCS requirements, establish standards and policies to implement mandates and determine provider qualifications.</p> <p>2. CHWP will collect needed data indicators.</p> <p>3. CHWP will develop corrective action plan when standards are not met.</p> <p>4. CHWP will implement corrective action plan.</p> <p>5. Collaborate with CHDP staff or review of PM160 data to identify training needs.</p>
J. Monitoring	<p>1. Liaisons will meet at least quarterly to monitor this Agreement.</p> <p>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.</p> <p>3. CHDP will maintain a Problem Resolution Log.</p>	<p>1. Liaisons will meet at least quarterly to monitor this Agreement.</p> <p>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.</p> <p>3. CHWP will maintain a Problem Resolution Log</p>
K. Conflict	<p>1. CHDP staff will be responsible to communicate issues not</p>	<p>1. CHWP staff will be responsible to communicate issues not</p>

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
Resolution	immediately resolvable to the State Children’s Medical Services Branch.	immediately resolvable to the Medi-Cal Managed Care Branch.

TUBERCULOSIS/DIRECTLY OBSERVED THERAPY

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

Nevada County administers the TB control program locally through County of Nevada. County of Nevada provides directly observed therapy (“DOT”) for TB, a service which is carved out of CHWP’s Medi-Cal Contract.

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

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

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Liaison	1. LHD will appoint a designee to coordinate activities with CHWP and to notify CHWP and LHD staff of their roles and responsibilities with respect to TB services.	1. CHWP will appoint a designee to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and Contracting Providers and LHD of their roles and responsibilities.
B. Reporting	1. LHD shall inform CHWP of reporting procedures and requirements and supply appropriate forms.	1. CHWP shall report known or suspected cases of TB to the LHD.
C. Case Management	<p>1. The LHD will assign a TB case manager who will:</p> <ul style="list-style-type: none"> a. Assess risk of TB transmission within 2 working days of case notification by CHWP. b. Visit the Member within 3 to 7 working days, depending on transmission risk factors. c. Initiate contact investigations when indicated. d. Assess and address potential barriers to treatment adherence. e. Verify initial information and collect additional information needed to complete the TB case report. f. Visit the Member as needed to assess and ensure treatment adherence. g. Respond to information requests from the CSP in a timely manner. <p>2. LHD will share with CHWP case management records and</p>	1. CHWP will notify the LHD of the CHWP clinical services provider (“CSP”) responsible for coordination of care with the LHD for each Member.

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	information as required by CHWP for coordination of Member care.	
D. Treatment	<ol style="list-style-type: none"> 1. LHD will collaborate with CHWP to identify and address Member barriers to self-administered treatment. 2. LHD will respond promptly to CHWP-reported information 	<ol style="list-style-type: none"> 1. CHWP will, per ATS and CDC recommendations, make available fixed-dose combinations preparations of anti-TB drugs for Members on self-administered therapy when not contraindicated. 2. CHWP will promptly submit treatment plans to the LHD with updates at least every three months or more frequently as determined by the LHD until treatment is completed. 3. CHWP will obtain monthly sputum smears and cultures and report the results of these to the LHD until the results become negative. 4. CHWP will promptly report drug susceptibility results to the LHD. 5. CHWP will report to the LHD when the Member does not respond to treatment. 6. CHWP will notify the LHD when the Member completes TB treatment, ceases TB treatment, or is suspected of nonadherence to TB treatment. 7. CHWP will refer all Members needing DOT to the LHD. 8. CHWP will identify and address Member barriers to self-administered treatment.
E. Directly Observed Therapy	<ol style="list-style-type: none"> 1. LHD will inform CHWP regarding DOT protocols and criteria 2. LHD will provide DOT to CHWP Members recommended for DOT by CHWP or deemed in need of DOT by the LHD 3. LHD will provide medication records periodically to CHWP and 	<ol style="list-style-type: none"> 1. CHWP will notify LHD of adverse reactions to medications and of changes in medication orders. 2. CHWP will assess the risk of noncompliance with drug therapy for Members who require placement on anti-TB drug therapy. 3. CHWP will assess the following

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>notify CHWP of adverse drug reactions and dosage changes.</p> <p>4. LHD will collaborate with CHWP on joint case management and coordination of care.</p>	<p>individuals at risk for non-compliance with treatment and will refer individuals with any of these risks to the LHD for DOT:</p> <ul style="list-style-type: none"> a. Members with demonstrated multiple drug resistance (defined as resistance to Isoniazid and Rifampin); b. Members whose treatment has failed or who have relapsed after completing a prior regimen; c. Children and adolescents; and, d. Individuals who have demonstrated noncompliance (those who failed to keep office appointments). <p>4. CHWP will assess the following groups of Members for potential noncompliance and consideration for DOT:</p> <ul style="list-style-type: none"> a. Substance abusers; b. Persons with mental illness; c. The elderly; d. Persons with unmet housing needs; and, e. Persons with language and/or cultural barriers. <p>5. CHWP will collaborate with LHD on joint case management and coordination of care.</p>
F. Hospital Treatment	<p>1. LHD will review requests for hospital transfer or discharge within 24 hours of receipt of the request.</p>	<p>1. CHWP will obtain LHD approval prior to hospital transfer or discharge of any Members with known or suspected TB.</p>
G. Contact Investigation and Treatment	<p>1. LHD will provide CHWP with written procedures and guidelines for examination and treatment of contacts.</p> <p>2. LHD will refer Members who are Members to CHWP for evaluation and treatment as necessary.</p> <p>3. LHD may provide field-based skin-testing for some Members, as necessary and requested by CHWP.</p>	<p>1. CHWP will cooperate with the LHD in conducting contact and outbreak investigations.</p> <p>2. CHWP will examine, and treat if necessary, within 14 days all Members referred as contacts by the LHD.</p> <p>3. CHWP will report examination results in a timely manner.</p>
H. Health Education	<p>1. LHD will make health education resources available to CHWP.</p>	<p>1. CHWP will provide Providers with information regarding TB control and treatment strategies.</p>

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	2. LHD will coordinate community-wide education efforts regarding TB diagnosis, treatment, prevention, and screening.	
I. Evaluation	1. LHD will assess treatment parameters and outcomes and work with CHWP to identify and correct deficiencies.	1. CHWP will assess treatment parameters and outcomes and work with LHD to identify and correct deficiencies.
J. Laboratory Services	1. LHD will, as needed, provide technical assistance to CHWP in selecting a laboratory that conforms to requirements.	1. CHWP will utilize laboratories that conform to all the provisions of 17 CCR 2505 and ATS and CDC guidelines.
K. MOU Monitoring	2. Liaisons will meet at least quarterly to monitor this Agreement. 3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 4. LHD will maintain a Problem Resolution Log.	2. Liaisons will meet at least quarterly to monitor this Agreement. 3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 4. CHWP will maintain a Problem Resolution Log
L. Conflict Resolution	1. LHD staff will be responsible to communicate issues not immediately resolvable to the State Department of Public Health or other local authority.	1. CHWP staff will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.