



# LASSEN COUNTY

## Health and Social Services Department

G3

- ☒ **HSS Administration**
- ☐ **Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- ☐ **Grant and Loans Division**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112  
  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- ☐ **Patients' Rights Advocate**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8322
- ☐ **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Community Social Services**  
336 Alexander Avenue  
Susanville, CA 96130  
  
**LassenWORKS  
Business & Career Network**  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152  
  
**Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277  
  
**Adult Services**  
PO Box 429  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8158
- ☐ **HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530) 251-2614

**Date:** January 28, 2020

**To:** David Teeter, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health and Social Services

**Subject:** Amendment to the Agreement with Partnership HealthPlan of California to provide covered Drug Medi-Cal services for Substance Use Disorder/Alcohol and Other Drugs Services

### Background:

In September 2019, the Board of Supervisors took action to approve the original Agreement between Partnership HealthPlan of California (PHP) and Lassen County Health and Social Services.

This agreement has delegated to PHP the responsibility to administer, arrange for and provide covered substance use treatment services to eligible PHP members whose place of residence is deemed to be within one of the counties covered through the DHCS Intergovernmental Agreement.

The amendment to this contract will allow necessary modifications to be made to the Fee Schedule, Claim Submission process and County reporting requirements. Lassen County will continue to participate in providing the covered services set forth in this agreement to Medi-Cal members and will be reimbursed by PHP for the rendering of those covered services.

### Fiscal Impact:

There is no impact to County General Funds. This is a Revenue Agreement.

### Action Requested:

1) Approve the Amendment; and 2) Authorize the County Administrative Officer to execute the Amendment.

**AMENDMENT TO THE SUBSTANCE USE SERVICES AGREEMENT  
BETWEEN  
PARTNERSHIP HEALTH PLAN OF CALIFORNIA  
AND  
SUBSTANCE USE TREATMENT PROVIDER**

This Amendment \_\_\_\_ (the "Amendment") is an amendment to the Agreement between Partnership Health Plan of California, a public entity ("PARTNERSHIP") and Lassen County Department of Health and Social Services, hereinafter referred to as (the "SUBSTANCE USE TREATMENT PROVIDER" OR "PROVIDER"), both terms shall refer to the entity whose name is identified on the signature page of this Amendment.

**WHEREAS**, PARTNERSHIP and PROVIDER have previously entered into that certain Substance Use Services Agreement executed on **January 15, 2020** hereinafter collectively referred to as (the "Agreement").

**WHEREAS**, PARTNERSHIP and PROVIDER now desire to amend the Agreement to update the Agreement contract provisions and/or financial terms as set forth herein.

**Now**, therefore, in consideration of the mutual promises contained herein, PARTNERSHIP and PROVIDER agree to be legally bound as follows:

1. The effective date of this Amendment is **January 15, 2020**.
2. Parties agree that as of the effective date of this Amendment the Agreement is updated as follows and outlined below.
3. Section 5.2.1, Fee-for-Service (FFS), is deleted in its entirety and replaced with a new Section 5.2.1, Fee-for-Service (FFS), as follows:

5.2.1 Fee-For-Service (FFS) – PARTNERSHIP will reimburse the PROVIDER at the rates set forth in Attachment D, Drug Medi-Cal Substance Use Provider Fee Schedule for all properly documented Drug-Medi-Cal Covered Services provided to:

- a. PARTNERSHIP enrolled Medi-Cal Members and/or other Medi-Cal FFS Members eligible to receive substance use treatment services and that who reside in one of the counties under contract with PARTNERSHIP as part of the PARTNERSHIP Regional Drug Medi-Cal program and which have been properly authorized in accordance with PARTNERSHIP Operations Manual.
4. Section 5.3, Claim Submission, is deleted in its entirety and replaced with a new Section 5.3, Claim Submission as follows:

5.3 Claim Submission – The PROVIDER will obtain, complete, and submit CMS-1500, UB-04 or universal claim forms through electronic transfer, or hard copy on an exception basis for all services rendered to Medi-Cal Members including capitated services as described in the PARTNERSHIP Operations Manual.

5.3.1 All claims for reimbursement of Covered Services must be submitted to the PARTNERSHIP within one hundred and eighty (180) days from the date of service. Claims received on the 181st day from the date of service will be denied. PARTNERSHIP will make no exceptions or pro-rated payments beyond the 6 month billing limit.

- 5.3.2 Upon submission of a complete and uncontested clean claim, payment will be reimbursed within thirty (30) days after receipt by PARTNERSHIP. An uncontested clean claim will include all information needed to process the claim.
- 5.3.3 CMS-1500 or UB-04 forms or electronic transfer are to be used for the submission to the PARTNERSHIP of encounter data as documentation of Capitated Covered Services; if applicable, provided to Medi-Cal Members by the PROVIDER. The CMS-1500 forms or the submission by electronic transfer will be made by PROVIDER the 15th day of the month following the month of service during the term of this Agreement. As an exception PROVIDER can submit encounter data via hard copy. All forms submitted should contain the data elements as Outlined in the PARTNERSHIP Operations Manual.

5. Section 5.8, CALOMS Reporting, is added to the Agreement.

5.8 CALOMS Reporting – Substance Use Treatment Providers are also required to submit CALOMS data to PARTNERSHIP within 10 days of admission, discharge, and annually. All CALOMS data must be reported in the format approved by DHCS. CALOMS data requirements can be found online on DHCS website at: <https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx/>.

6. Section 6.2.1 (c), Claim Submission, is deleted in its entirety and replaced with a new Section 6.2.1 (c), Claim Submission as follows:

6.2.1 (c ) PROVIDER shall permit PARTNERSHIP, Government Agencies and any other regulatory and accrediting agencies, with or without notice, during normal business hours, to interview employees, to inspect, audit, monitor, evaluate and review PROVIDER's work performed or being performed hereunder, PROVIDER's locations(s) (including security areas), information systems, software and documentation and to inspect, evaluate, audit and copy Records and any other books, accounts and materials relevant to the provisions of services under this Agreement. PROVIDER will provide all reasonable facilities, cooperation and assistance during such inspection and reviews, including for the safety and convenience of the authorized representatives in the performance of their duties. PROVIDER shall allow such inspections and reviews for the Records retention time of ten (10) years. The State reserves the right to conduct unannounced validation reviews to verify compliance with State and federal regulations and contract requirements.

7. Section 9.16, Provisions for Protected Health Information, is deleted in its entirety and replaced with a new Section 9.16, Provisions for Protected Health Information.

9.16 Provisions for Protected Health Information - The agreement between the PROVIDER and PHC includes the use of protected health information (PHI). PHI may be used for purposes of payment, treatment, and operations. The PROVIDER must protect PHI internally and within any organization with which the PROVIDER contracts for clinical or administrative services. Upon request, the PROVIDER must provide individuals with access to their PHI. If the PROVIDER identifies any inappropriate uses of or breach of PHI, the PROVIDER must notify PHC's Privacy Officer immediately. If the PROVIDER agreement ends or is terminated, the PROVIDER agrees to continue to protect PHI.

PROVIDER agrees that by executing this agreement they agree to assist PARTNERSHIP with its requirements to comply with 42 CFR §2.53 (b) Copying, removing, downloading or forwarding patient records.

Records containing patient identifying information may be copied or removed the program premises or forwarded to another electronic system or device by an entity who agrees in writing to adhere to the following:

- (i) to maintain or destroy the information consistent with §2.16; and
- (ii) retain records in compliance with applicable federal, state, and local record retention laws; and
- (iii) Complies with the limitations on disclosures.

8. Attachment D, Substance Use Treatment Fee Schedule, is deleted in its entirety and replaced with a new Attachment D, Substance Use Treatment Fee Schedule.
9. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will govern and control.

*(remainder of this page is left intentionally blank)*

By their signatures, both parties agree to the terms as referenced in this Amendment.

**Lassen County Department  
of Health and Social Services**

**PLAN**

Partnership HealthPlan of California

\_\_\_\_\_  
Signature

Barbara Longo

\_\_\_\_\_  
Printed Name

Director, Health & Social Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Signature

Robert M. Burns

\_\_\_\_\_  
Printed Name

Lassen County Counsel

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Richard Egan

\_\_\_\_\_  
Printed Name

County Administrative Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Elizabeth Gibboney

\_\_\_\_\_  
Printed Name

Chief Executive Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT C  
PROVIDER LOCATION(S)**

List under applicable county name, the physician name, location(s) and PHC # that shall apply to this Agreement.

**TIN # 94-6000517**

**Billing NPI # 1881720415**

<b>PHC #</b>	<b>Site Name</b>	<b>Address</b>	<b>County</b>
	Lassen County Behavioral Health Department (main SUD services site)	1400 Chestnut Street, Susanville CA 96130- 1180	Lassen

**Contract #** \_\_\_\_\_

**ATTACHMENT D**

**Partnership HealthPlan of California (PHC)**

**Substance Use Treatment Fee Schedule**

**LASSEN COUNTY**

**January 15, 2020**

Refer to the Provider Manual for additional billing criteria at [www.Partnershiphp.org](http://www.Partnershiphp.org).

- (1) Drug Medi-Cal billing criteria can be located here:  
[http://www.dhcs.ca.gov/formsandpubs/Documents/DMC\\_Billing\\_Manual\\_2017-Final.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017-Final.pdf)
- (2) For additional information, please see the DMC Billing Manual (DMC-ODS instructions start on Page 30)  
[https://www.dhcs.ca.gov/formsandpubs/Documents/DMC\\_Billing\\_Manual\\_2017-Final.pdf](https://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017-Final.pdf)  
[https://www.dhcs.ca.gov/provgovpart/Pages/DMC\\_ODS\\_Webinars.aspx](https://www.dhcs.ca.gov/provgovpart/Pages/DMC_ODS_Webinars.aspx)

**1. Outpatient Visit/Case Management/Recovery Services/Physician Services**

Service	Allowed Rate
Outpatient	\$36.46
Intensive Outpatient	\$27.89
Perinatal Outpatient	N\A
Perinatal Intensive Outpatient	N\A
Recovery Services	\$30.63
Case Management	\$36.46
Physician Consultation	\$60.00

(1) Refer to the Fee Schedule Additional Specifications and Billing Criteria for billing requirements.

**2. Withdrawal Management/Residential Services/Partial Hospitalization**

Service	Allowed Rate
Withdrawal Management –WM	N\A
Residential 3.1	N\A
Residential 3.5	N\A
Perinatal Residential 3.1	N\A
Outpatient Partial Hospitalization 2.5	N\A

(1) Refer to the Fee Schedule Additional Specifications and Billing Criteria for billing requirements.