

LOCAL DENTAL PILOT PROJECT AGREEMENT

The goals of the Local Dental Pilot Project (LDPP) are to increase dental prevention, caries risk assessment and disease management, and continuity of care among Medi-Cal children through innovative pilot projects implemented by alternative programs. Progress toward reaching pilot project(s) goals and objectives will be measured, tracked, and reported by all LDPPs, and in accordance with the Department of Health Care Services (DHCS) guidelines, with the potential for regional and/or statewide expansion of pilot project(s) that demonstrate a positive impact on the oral health of the targeted Medi-Cal populations. LDPPs shall meet the requirements to further the goals of one or more of the three following dental domains or other measures closely tied to the domains:

1. Domain 1- Increase preventive services utilization for children;
2. Domain 2- Increase caries risk assessment and disease management; and,
3. Domain 3- Increase continuity of care.

In response to DHCS's final Request for Application (RFA) relating to the LDPP Program on September 30, 2016, Humboldt County, Department of Health & Human Services, as a lead entity, submitted its LDPP application (Attachment A), for implementation in Humboldt county. DHCS is approving \$3,808,932 for the submitted LDPP application. The approved funding will cover program years one through four upon signing this Agreement. The program year is on a calendar year basis.

The parties agree to the following:

A. That "Local Dental Pilot Project Application Revised July 28, 2016 Section 6: Attestations and Certification" shall be amended and replaced by the following:

Section 6: Attestations and Certification

6.1 Attestation

I certify that, as the representative of the LDPP lead entity, I agree to the following conditions:

1. The LDPP lead entity will comply with the requirements of Special Terms and Conditions (STCs) and Attachment JJ of the Medi-Cal 2020 Waiver.
2. The LDPP lead entity shall submit invoices at least quarterly, or more frequently, to DHCS in a format specified by the state.
3. Performance metrics for each pilot shall mirror the performance metrics of the dental domains, as applicable, delineated in the STCs and the metrics outlined in the application.
4. This Agreement between DHCS and the LDPP lead entity constitutes the agreement that specifies the LDPP requirements, including a data sharing agreement. [See Exhibit A "HIPAA Business Associate Addendum (BAA)" of this

Application.] The BAA will apply to the transfer and access of Protected Health Information (PHI) and Personal Information (PI) should the need for sharing such data arise. The DHCS BAA applies to any entity that is acting in a business associate capacity as defined by HIPAA specifically for the purpose of the LDPP's operation and evaluation. DHCS does not anticipate that PHI or PI will be shared with LDPP for the purpose of the LDPP's operation or evaluation. DHCS anticipates that there may be only limited, or no, sharing of PHI or PI from the LDPP to DHCS. However, the BAA will apply if PHI or PI is shared between DHCS and an LDPP lead entity.

5. The LDPP will report and submit timely and complete data to DHCS in a format specified by the state; guidance is forthcoming. Incomplete and/or untimely data submissions may lead to a payment withhold after multiple occurrences and technical assistance has been provided by the state.
6. The LDPP shall submit quarterly and annual progress reports in a manner specified by DHCS. Continuation of the LDPP shall be contingent on timely submission of all required reports.
7. The LDPP will participate, provide data and be evaluated consistent with the performance metrics of the dental domains, as applicable, delineated in the STCs and the metrics outlined in the application. The LDPP lead entity and project participants are required to meet with DHCS evaluators or its designees to assess the LDPP, based on timeframes specified by the state.
8. Payments for LDPPs will be contingent on deliverables and/or achievements as described in the application or subsequent amendments.
9. DHCS reserves the right to suspend or terminate a pilot at any time if the enumerated deliverables and/or achievements are either not met, or if corrective action has been imposed, and/or poor performance continues or for any other reason that, in the opinion of DHCS, jeopardizes the welfare of program participants.
10. If the LDPP intends to use state and federal funds for the development of an information technology application or other software solution, it must be platform independent and interoperable, and scalable with the ability to grow sufficient user capacity for potential statewide deployment. Additionally, the solution must be modular in nature and have the ability to integrate with other components as specified by DHCS. It must be compatible with a wide range of mobile platforms and support multiple browsers. The software solution must:
 - a. Comply with the American's with Disabilities ACT and HIPAA;
 - b. Comply with the Security and Privacy controls for Federal Information Systems and Organizations NISP SP 800-83;
 - c. Utilize FIPS 140-2 validated encryption; and
 - d. Follow Open Web Application Security Project (OWASP) guidelines.

- 11 LDPP payments shall not be earned or payable for activities otherwise directly reimbursed by Medi-Cal
- 12 The LDPP lead entity has reviewed and compared the activities in the approved LDPP application to its county's Medi-Cal California Medicaid Administrative Activities (CMAA) and/or Targeted Case Management Program (TCM) Appropriate adjustments to reduce the request for LDPP funds were made as necessary to ensure that the LDPP funding for activities and interactions of their care coordination teams do not duplicate payments under the county's CMAA or TCM benefit The LDPP lead entity has provided documentation for the adjustment(s) in the approved application, which was accepted in accordance with DHCS guidance provided to the LDPP lead entity during the DHCS application review process
- 13 The LDPP lead entity will respond to general inquiries from the state pertaining to the LDPP within five business days after acknowledging receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS
- 14 The lead entity understands that the state of California must abide by all requirements outlined in the STCs and Attachment JJ The state may suspend or terminate a LDPP if corrective action has been imposed and persistent poor performance continues Should a LDPP be terminated, the state shall provide notice to the pilot and request a close-out plan due to the state within 30 calendar days, unless significant harm to beneficiaries is occurring, in which case the state may request a close-out plan within 10 business days State requirements regarding pilot termination is addressed under Attachment JJ

B. LDPP Agreement

Notice

All inquiries and notices relating to this Agreement should be directed to the representatives listed below Either party may make changes to the information above by giving written notice to the other party Said changes shall not require an amendment to this Contract The Agreement representatives during the term of this Agreement will be

Department of Health Care Services	LDPP Lead Entity
Medi-Cal Dental Services Division	Humboldt County, Department of Health & Human Services
Attention Michael Potter, SSMII	Attention Leigh Pierre-Oetker
Telephone (916) 552-8369	Telephone (707) 268-2172

In the event that either DHCS or the LDPP lead entity designates another representative, the current representative must provide written notification to the other party at least thirty-days prior to the effective date that the new representative assumes responsibilities

As a condition for participation in the LDPP, the LDPP lead entity (referred to as "Contractor" below) agrees to comply with all of the following terms and conditions, and with all of the terms and conditions included on any attachment(s) hereto, which is/are incorporated herein by reference

- 1 **Nondiscrimination** Pursuant to Affordable Care Act section 1557 (42 U S C section 18116), during the performance of this Contract, Contractor shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not, cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U S C 2000d et seq), Title IX of the Education Amendments of 1972 (20 U S C 1681 et seq), the Age Discrimination Act of 1975 (42 U S C 6101 et seq), or section 504 of the Rehabilitation Act of 1973 (29 U S C 794), or subject to any other applicable State and Federal laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through DHCS
- 2 **Term and Termination** This Agreement will be effective from the date both DHCS and Contractor have executed this Agreement and terminate on December 31, 2020 unless the application is renewed or the LDPP program is extended, or the LDPP is terminated in accordance with procedures established pursuant to STC 109 and Attachment JJ thereof
- 3 **Compliance with Laws and Regulations** Contractor agrees to, and shall also require and ensure its subcontractors agree to, comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code, and any applicable rules or regulations promulgated by DHCS pursuant to these chapters Contractor agrees to, and shall also require its subcontractors to, comply with all federal laws and regulations governing and regulating the Medicaid program
- 4 **Fraud and Abuse** Contractor agrees, and shall also require its subcontractors to agree, that it shall not engage in or commit fraud or abuse "Fraud" means intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person "Abuse" means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care

5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Venue shall be proper in Sacramento County or in the county where services were rendered.
 6. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matters of this Agreement.
 7. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
 8. **Discrepancy or Inconsistency.** If there is a discrepancy or inconsistency in the terms of this Agreement and Attachment A, then this Agreement controls.
 9. **Budget Contingency Clause.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- ☒ I hereby certify that all information provided in this agreement is true and accurate to the best of my knowledge, and that this agreement has been completed based on a good faith understanding of LDPP program participation requirements as specified in the Medi-Cal 2020 waiver STCs, Attachments JJ, and any related DHCS approved documents pertaining to the LDPP.



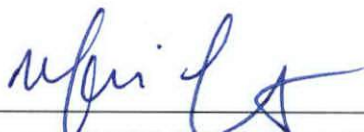


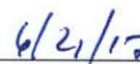
Signature of LDPP Lead Entity Representative

Date

Name: Michele Stephens, LCSW

Title: Public Health Director





Signature of DHCS Representative

Date

Name: Mari Cantwell

Title: Chief Deputy Director, Health Care Programs