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ATTACHMENT 1: MEMORANDUM OF UNDERSTANDING TEMPLATE

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Memorandum of Understanding

between *PARTNERSHIP HEALTH PLAN OF CALIFORNIA* and *Tehama County Health Services Agency*

This Memorandum of Understanding ("MOU") is entered into by and between **PARTNERSHIP HEALTH PLAN OF CALIFORNIA** ("MCP**"**) and **COUNTY OF TEHAMA**, through its Health Services Agency ("DMC State Plan County"), effective as of date executed by both parties ("Effective Date"). DMC State Plan County, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors, may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter ("APL") 23-029 and subsequently issued superseding APLs, and the DMC State Plan Contract to ensure that Medi-Cal members enrolled in MCP who are served by DMC State Plan County (referred to herein as "Members") are able to access and/or receive substance use disorder ("SUD") services in a coordinated manner from MCP and DMC State Plan County;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the services provided;

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and State statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2; and

WHEREAS, nothing in this agreement creates any new service for either Party and is limited to administrative requirements for MCP and DMC State Plan County.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services

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("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with DMC State Plan County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-DMC State Plan County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 4 of this MOU. The MCP-DMC State Plan County Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "DMC State Plan County Responsible Person" means the person designated by DMC State Plan County to oversee coordination and communication with MCP and ensure DMC State Plan County's compliance with this MOU as described in Section 5 of this MOU.

d. "DMC State Plan County Liaison" means DMC State Plan County's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 5 of this MOU. The DMC State Plan County Liaison should ensure the appropriate communication is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC State Plan County Responsible Person as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS; and as it pertains to DMC State Plan County has the same meaning as "DMC Provider" ascribed by the DMC State Plan County Contract with DHCS.

f. "DMC Provider" means any person or entity that provides direct substance use disorder treatment services in DMC State Plan County and has been certified by DHCS in accordance with Cal. Code Regs., tit. 22, Section 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.

g. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS; and as it pertains to the DMC State Plan County, has the same meaning ascribed by the DMC State Plan County Contract with DHCS.

h. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

i. "Covered SUD Services" as it pertains to DMC State Plan County, has the same meaning as ascribed by "Covered Services" in the DMC State Plan County Contract; and as it pertains to MCP, has the same meaning as ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

2. Term. This MOU is in effect as of the Effective Date and continues for a *three-year term (August 31, 2028)* or as amended in accordance with Section 14.f of this MOU.

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3. **Services Covered by This MOU.** This MOU governs the facilitation of the referral of Members between MCP and DMC State Plan County for all services covered by MCP and DMC State Plan County to ensure Members receive those services in a coordinated manner, as required by MCP's Medi-Cal Managed Care Contract with DHCS.

4. **MCP Obligations.**

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers as set forth in the applicable Medi-Cal Managed Care Contract (i.e., referrals for SUD services as required by this MOU), and other Providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Behavioral Health Administrator or designee, the designated MCP Responsible Person, listed in Exhibit A, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with DMC State Plan County, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure an appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the engagements and ensure the appropriate levels of leadership from DMC State Plan County are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC State Plan County Liaison, the point of contact with DMC State Plan County. The MCP-DMC State Plan County Liaison must be listed in Exhibit A of this MOU. MCP must notify DMC State Plan County of any changes to the MCP-DMC State Plan County Liaison as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. **DMC State Plan County Obligations.**

a. **Provision of Covered Services**. DMC State Plan County is responsible for providing or arranging Covered SUD Services.

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b. **Oversight Responsibility.** The Mental Health Director or designee, the designated DMC State Plan County Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing DMC State Plan County's compliance with this MOU and must ensure compliance with and manage this MOU. The DMC State Plan County Responsible Person serves or may designate a person to serve as the designated DMC State Plan County Liaison, and the point of contact with MCP. The DMC State Plan County Liaison is listed in Exhibit B of this MOU. DMC State Plan County must notify MCP of changes to the DMC State Plan County Responsible Person as soon as reasonably practical but no later than the date of change. DMC State Plan County must notify MCP of changes to the DMC State Plan County Liaison as soon as reasonably practical but no later than the date of change. The DMC State Plan County Responsible Person must:

i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. Conduct MOU compliance oversight, produce reports as part of DMC State Plan County's compliance program, and must address any compliance deficiencies in accordance with DMC State Plan County's compliance program policies;

iii. Ensure that sufficient staff at DMC State Plan County are identified to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of DMC State Plan County leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for DMC State Plan County's employees responsible for carrying out activities under this MOU, and as applicable for DMC Providers; and

vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC State Plan County, and reporting to the DMC State Plan County Responsible Person.

c. **Compliance by Subcontractors and DMC Providers.** DMC State Plan County must require and ensure that its Subcontractors and DMC Providers comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation to their respective employees who carry out activities under this MOU. MCP must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, MCP Network Providers, Subcontractors, and Downstream Subcontractors who carry out MCP's responsibilities under this MOU. DMC State Plan County is responsible for applicable training and orientation for DMC Providers who carry out responsibilities under this MOU. The training must include information on MOU requirements, services that are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within *60 Working Days* of the Effective

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Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC State Plan County services to their contracted Providers.

b. In accordance with health education standards as required by the Medi-Cal Managed Care Contract, MCPs must provide Members and MCP Network Providers with educational materials related to accessing Covered Services, including materials for services provided by DMC State Plan County.

c. DMC State Plan County must provide Members with educational materials related to accessing services provide by DMC State Plan County, including materials related to accessing MCP Covered Services.

d. The Parties must each provide the other Party, Members, MCP Network Providers, and DMC providers with educational materials on how MCP's Covered Services and DMC State Plan County services may be accessed, including during nonbusiness hours.

[The Parties may agree to additional requirements, such as:

- *The Parties may develop and share outreach communication materials and initiatives to share resources about MCP and DMC State Plan County with individuals who may be eligible for MCP's Covered Services and/or DMC State Plan County services.*

7. Screening, Assessment, and Referrals

a. **Screening and Assessment.**

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC State Plan County services, and must include:

1. A process for ensuring that MCP Network Providers and DMC Providers understand their responsibilities to screen all beneficiaries under 21 under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit, as set forth in their respective contracts.

2. A process for ensuring that MCP Network Providers understand their responsibilities for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings, and a process for ensuring that DMC Providers understand their responsibilities for providing or arranging the provision of medications for Addiction

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Treatment (also known as Medication-Assisted Treatment) in DMC Provider settings.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines.

b. **Referral Process.** The Parties must work collaboratively to develop and establish policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC State Plan County services.

i. MCP must facilitate referrals to DMC State Plan County for Members who potentially meet the criteria to receive DMC State Plan County SUD services and ensure DMC State Plan County has procedures for accepting referrals from MCP.

ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. DMC State Plan County should assist MCP in identifying the appropriate DMC State Plan County program and/or services when assistance is required by MCP.

iv. DMC State Plan County should refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Care Management ("CCM"). However, if DMC State Plan County is also an ECM Provider pursuant to a separate agreement between MCP and DMC State Plan County for ECM services, this MOU does not govern DMC State Plan County's provision of ECM services.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive medically necessary SUD services;

vi. MCP must have a process by which MCP accepts referrals from DMC State Plan County;

vii. MCP must have a process to confirm that the referral was accepted by DMC State Plan County;

viii. DMC State Plan County must have a process by which DMC State Plan County accepts referrals from MCP; and

ix. DMC State Plan County must have a process for communicating acceptance of the referral to MCP.

8. **Care Coordination and Collaboration.**

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain cross- system collaboration with DMC State Plan County and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. The Parties must implement policies and procedures that align for coordinating Members' care that address:

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1. The requirement for DMC State Plan County to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;
2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;
3. A process for how MCP and DMC State Plan County will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;
4. A process for coordinating the MCP's delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
5. A process for how MCP and DMC State Plan County will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;
6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;
7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and
8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU

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outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC State Plan County will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home- or community-based settings,[1] level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.

2. Members who are admitted for residential SUD treatment, including Perinatal Residential Substance Use Disorder Treatment and residential SUD treatment provided to Members under the age of 21 pursuant to the EPSDT benefit mandate where DMC State Plan County is the primary payer, DMC State Plan County is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC State Plan County, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[2] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC State Plan County in accordance with Section 11(a)(iii) of this MOU;

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.[3]

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[1] Expectations for transitional care are defined in the Population Health Management Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf

[2] The Population Health Management Policy Program Guide can be found here: https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf; *see also* PHM Roadmap and Strategy: https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf

[3] CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf.

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3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC State Plan services;

4. For inpatient residential SUD treatment provided by DMC State Plan County or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

vi. **Clinical Consultation.** The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

vii. **Enhanced Care Management.**

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritizes assigning a Member to a DMC Provider as the ECM Provider if the Member receives DMC State Plan services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions, and;

b. That the Parties implement a process for DMC Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.

2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC State Plan care coordination. Members receiving DMC State Plan care coordination can also be eligible for and receive ECM.

3. MCP must have written processes for ensuring the non-duplication of services for Members receiving ECM and DMC State Plan care coordination.

viii. **Community Supports.** Coordination must be established with applicable Community Supports Providers under contract with MCP, including:

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC State Plan protocols;

2. Identification of the Community Supports covered by MCP; and

3. A process for specifying how DMC State Plan County will make referrals for Members eligible for or receiving Community Supports.

ix. **Prescription Drugs.** The Parties must develop a process for coordination between MCP and DMC State Plan County for prescribing drug and laboratory, radiological, and radioisotope service procedures, including a process for referring eligible Members for SUD services toa Drug Medi-Cal-certified program or a

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DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, referral process, and other matters that arise as a result of this MOU. *[MCP may conduct MOU meetings more frequently.]* These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, and this MOU.

c. Each party must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by DMC State Plan County with reasonable notice, such as local county meetings, local community forums, and DMC State Plan County engagements, to collaborate with DMC State Plan County in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely, confidentially, and in compliance with the requirements set forth below to the extent permitted under applicable State and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care

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coordination pursuant to Welfare and Institutions Code Section 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[4]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC State Plan County must share only the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must implement policies and procedures that support timely and frequent exchange of Member information and data, that may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC State Plan County and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC Provider is serving as an ECM Provider;

ii. A process for DMC State Plan County to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for DMC State Plan County to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC State Plan County (e.g., perinatal residential SUD treatment facilities and any other residential services provided under the EPSDT mandate, such as residential SUD treatment and withdrawal management facilities), and for MCP to receive this data; and

iv. A process for MCP to send admission, discharge, and transfer data to DMC State Plan County when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities). This process may incorporate notification requirements as described in Section 8(a)(v)(3).

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[4] CalAIM Data Sharing Authorization Guidance October 2023 available at: https://www.dhcs.ca.gov/CalAIM/ECM/Documents/CalAIM-Data-Sharing-Authorization-Guidance.pdf

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b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures in the event any dispute or difference of opinion arises regarding which Party is responsible for service coverage arising out of or relating to this MOU. The Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the dispute resolution procedures in policies and procedures. Pending resolution of any dispute, the Parties must continue without delay to carry out all its responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating negotiations or the time period that is mutually established by the Parties in writing, either Party may pursue its available legal and equitable remedies under State law. Disputes between MCP and DMC State Plan County that cannot be resolved in a good faith attempt between the Parties, must be forwarded by MCP and/or DMC State Plan County to DHCS.

b. Unless otherwise determined by the Parties, the DMC State Plan County Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.

c. MCP must monitor and track the number of disputes with DMC State Plan County where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. Until the dispute is resolved:

i. Parties must agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

ii. DMC State Plan County shall only be responsible for the payment of services under dispute if those services are set forth in the DMC State Plan Contract,

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and MCP shall only be responsible for the payment of services under dispute if those services are set forth in the MCP Contract.

e. Nothing in the MOU or provision constitutes a waiver of any of the governmental claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC State Plan County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC State Plan County cannot provide any service, financial aid, or other benefit, to an individual that is different, or is provided in a different manner, from that provided to others provided by DMC State Plan County.

14. General.

a. **MOU Posting.** MCP and DMC State Plan County must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and DMC State Plan County must retain all documents demonstrating compliance with this MOU for at least 10 years in accordance with the MCP Contract and DMC State Plan County Contract, respectively. If DHCS requests a review of any existing MOU, the Party that receives the request must submit the requested MOU within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to the other Party in the manner provided for herein.

d. **Delegation.** MCP and DMC State Plan County may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and DMC State Plan County must conduct an annual review of this MOU to determine whether any modifications, amendments,

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updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS and DMC State Plan County evidence of the annual review of the MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU shall be deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, the DMC State Plan County Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC State Plan County and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC State Plan County nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitutes one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Partnership HealthPlan of California

Signature: Signed by: Sonja Bjork 10A81AB5333C440...
Name: Sonja Bjork
Title: CEO
Notice Address: 4665 Business Center Dr.
Fairfield, CA 94534

Date: 3/17/2026

Tehama County Health Services Agency

Signature: Jayme A Bottke
Name: Jayme Bottke
Title: Executive Director
Notice Address: P.O. Box 400
Red Bluff, CA 96080

Date: 11-7-25

Docusign Envelope ID: C695E4D2-5302-4477-880C-1075E4553B1D

Exhibits A and B

EXHIBIT A
4b.
Mark Bontrager
Partnership Health Plan Behavioral Health Administrator/ or Designee
mbontrager@partnershiphp.org
707-419-7913
4665 Business Center Drive
Fairfield, CA 94534

Exhibit B
5b.
(County Mental Health Plan)

Natalie Shepard
Mental Health Director
natalie.shepard@tchsa.net
530-527-8491 x3026
PO Box 400
1860 Walnut Street, Suite A
Red Bluff, CA 96080

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Exhibit C
Data Elements

Through the joint participation in a Health Information Exchange (HIE), the following data will be exchanged between the County Mental Health Plan and Managed Care Plan. When necessary, patient/member consent will be obtained prior to exchanging the following data as dictated by federal and state privacy rules.

#	From County Data Elements	From PHC Data Fields
	Member Demographics	
1	Member Client Identification Number (CIN)	Member Client Identification Number (CIN)
2	County	County
3	First Name	Member First Name
4	Middle Name	Member Middle Name
5	Last Name	Member Last Name
6	Social Security Number	Social Security Number
7	Date of Birth	Date of Birth
8	Race/Ethnicity	Race/Ethnicity
9	Gender	Gender
10		ECM Provider
	PCP	
11	N/A	PCP Name
12	N/A	NPI number
13	N/A	Address
14	N/A	Taxonomy
	Visit Details, all types	
15	Rendering/attending provider for encounter below - only for outpatient	Rendering/attending provider
16	Rendering/attending provider NPI number - NPI for org	Rendering/attending provider NPI number
17	Rendering/attending provider service location	Rendering/attending provider service location
18	Rendering/attending phone number	Rendering/attending phone number
19	Rendering/attending provider specialty - outpatient	Rendering/attending provider specialty: Mental Health and PCP
	SUD or MH outpatient visits from County BH	**Medical Out Patient Visits**
20	OP MH or SUD-Date of OutPatient Visit	OutPatient-Date of Visit
21	OutPatient-Office ID	OutPatient-Office ID

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22	OutPatient-Office Name of Site	OutPatient-Office Name of Site
23	OutPatient-Office NPI	OutPatient-Office NPI
24	OutPatient-diagnosis codes	OutPatient-diagnosis codes
25	OutPatient-Procedure codes	OutPatient-Procedure codes
	ED Visits	
26	N/A	ED-Date of ED visit
27	N/A	ED-Hospital name
28	N/A	ED-NPI number
29	N/A	ED-All Diagnosis code
30	N/A	ED-Principle Diagnosis Codes
31	N/A	ED-Main visit procedure codes
32	N/A	ED-CPT code
	MH/SUD In Patient Admissions	**In Patient Admissions**
33	IP-Hospital name	IP-Hospital name
34	IP-NPI number	IP-NPI number
35	IP-Date of admission	IP-Date of admission
36	IP-Date of discharge	IP-Date of discharge
37	IP-Admission Diagnosis Codes	IP-Admission Diagnosis Codes
38	IP-Discharge Diagnosis	IP-Discharge Diagnosis
	County Enrollment Status	**PHC Enrollment status**
39	Enrollment date for SUD	PHC enrollment date (most recent date begun versus detail going back 1 year?)
40	Enrollment date for MH	MediCal Aid code

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E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Partnership HealthPlan

Contract Description: For the purpose of DMC State Plan

APPROVED AS TO FORM:

Date: 07/29/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel