

Memorandum of Understanding Partnership HealthCare Plan of California and the County of Sutter

This Memorandum of Understanding ("MOU") is entered into by Partnership HealthCare Plan of California ("MCP") and Sutter County Health and Human Services ("County"), which includes Sutter-Yuba Behavioral Health ("MHP") and Sutter County Public Health ("LHD"), effective as of date of execution ("Effective Date"). County, MHP, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and County.

WHEREAS, the Parties desire to ensure that Members receive services available through County in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

In consideration of the 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 Department of Healthcare Services ("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 County and MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-County Liaison must ensure the appropriate communication and care coordination are 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. "County Responsible Person" means the person designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section 5 of this MOU.

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

2. Term. This MOU, inclusive of all Exhibit MOUs unless expressly written otherwise, is in effect as of the Effective Date and continues for a term of three (3) years or as amended in accordance with Section 14(f) of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between County and MCP for the delivery of care and services for Members who reside in County's jurisdiction and may be eligible for services provided, made available, or arranged for by County.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The designated MCP Responsible Persons listed in Exhibit A of this MOU, are responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Persons must:

- i. Meet at least quarterly with 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's compliance program policies;
- iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;
- iv. Ensure the appropriate levels of MCP 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 County and MHP 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;
- vi. Serve, or may designate a person at MCP to serve, as the MCP-County Liaison, the point of contact and liaison with County and County programs. The MCP-County and County Liaison is listed in Exhibit A of this MOU. MCP must notify County and MHP of any changes to the MCP-County and MHP Liaison in writing 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 that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. County and MHP Obligations.

a. **Provision of Services.** County and MHP are responsible for services provided or made available by County/MHP.

b. **Oversight Responsibility.** The County/MHP Responsible Persons, listed in Exhibit B of this MOU, are responsible for overseeing County/MHP's compliance with this MOU. The County/MHP Responsible Person(s) serves, or may designate a person to serve, as the designated County/MHP Liaison, the point of contact and liaison with County/MCP. The MHP Liaison is listed in Exhibit B of this MOU. The County/MHP Liaison may be the same person as the Responsible Person. County and MHP may designate a liaison by program or service line. County/MHP must notify MCP of changes to the County/MHP Liaison as soon as reasonably practical but no later than the date of change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services 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, MCP must provide this training within 60 working days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to 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 County and MHP programs and services to its Network Providers.

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

c. MCP must provide County/ MHP, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate County/MHP program and/or services.

b. The Parties must facilitate referrals to the relevant County/MHP program for Members who may potentially meet the criteria of County and MHP program and/or services and ensure County/MHP has procedures for accepting referrals from MCP or responding to referrals where County and MHP cannot accept additional Members. MCP must refer Members using a patient-centered, shared decision-making process. County/MHP should assist MCP in identifying the appropriate County/MHP program and/or services when assistance is required.

c. County/MHP 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 Case Management (“CCM”). However, if County/MHP is also an ECM Provider pursuant to a separate agreement between MCP and County/MHP for ECM services, this MOU does not govern County/MHP’s provision of ECM services.

Closed Loop Referrals. Effective July 1, 2025, MCP must comply with DHCS Closed-Loop Referral Implementation Guidance. For all referrals made to Enhanced Care Management (ECM), Community Supports, and future CLR-applicable services, MCP must implement procedures to track, support, and monitor referrals submitted by the County through referral closure. MCP must also adhere to requirements for notifying the County of the authorization status, referral loop closure reason and closure date within timeframes outlined in the guidance to support the County in their awareness of referral status and outcomes for Members referred to CLR services. The Parties will work together collaboratively to establish the means and methods for MCP notifications for CLRs. DHCS requires MCPs to use electronic methods to notify referring entities of a referral’s status, not paper-based methods.

8. Care Coordination and Collaboration.

- a. 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.
- b. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.
- c. MCP must have policies and procedures in place to maintain collaboration with County and MHP and to identify strategies to monitor and assess the effectiveness of this MOU.

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, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.
- b. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP’s obligations under the Medi-Cal Managed Care Contract and this MOU.
- c. MCP must invite the County/MHP Responsible Person and appropriate County/MHP executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.
- d. MCP 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 County and MHP, such as local county meetings, local community forums, and County/MHP engagements, to collaborate with County/MHP 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. MCP must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and County/MHP is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which 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 J of this MOU. The Parties must annually review and, if appropriate, update Exhibit J of this MOU to facilitate sharing of information and data.

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 programming 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 such that in the event of any dispute or difference of opinion regarding the Party 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. MCP must, and County and MHP should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within fifteen (15) working days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and County/MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County and MHP to DHCS, CDSS, or CDPH, as appropriate. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government 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 County/MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., County/MHP 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 by County and MHP.

14. General.

a. **MOU Posting.** MCP, County/MHP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP and County/MHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP Contract. If DHCS requests a review of any existing MOU, MCP or the party that received that request must submit the requested MOU to DHCS 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 each other in the manner provided for herein.

d. **Delegation.** Parties 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 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, County/ MHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP, County/MHP must provide DHCS evidence of the annual review of this 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 is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, the MHP Contract, and superseding APLs, BHINs, or guidance, 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.

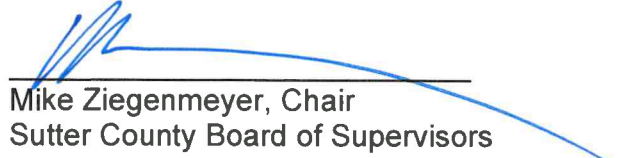
h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between County/MHP and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither County and MHP 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, constitute one and the same instrument.

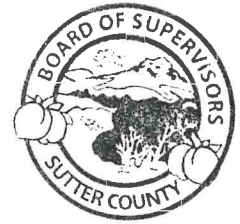
j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed 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.

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.

COUNTY OF SUTTER


Mike Ziegenmeyer, Chair
Sutter County Board of Supervisors

8.11.26
Date




Sarah Eberhardt-Rios, Director
Health and Human Services

8.13.26
Date

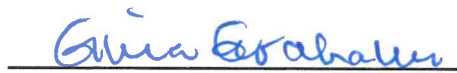
PARTNERSHIP HEALTHPLAN OF CALIFORNIA

Signed by:

10A81AB5333C440...
Name/Title Sonja Bjork CEO

8/20/2026
Date

ATTEST:


Deputy Clerk of the Board

APPROVED AS TO FORM:


Sutter County Counsel

EXHIBITS:

- A and B: Designated Liaisons
- C: Specialty Mental Health Services
- D: Drug Medi-Cal
- E: In-Home Supportive Services
- F: Local Health Department
- F1: Non-Contracted LHD
- F2: Tuberculosis
- F3: Maternal Child Adolescent Health
- G: Women, Infants, and Children
- H: County-Based Targeted Case Management
- I: Child Welfare Services
- J: Data Information and Exchange

Exhibits A and B: Designated Liaisons

<u>Program (e.g., California Children's Services)</u>	<u>Exhibit A Designated MCP Liaison</u>	<u>Exhibit B Designated County/MHP Program Liaison(s)</u>
Specialty Mental Health Services	Mark Bontrager Sr. Director of Behavioral Health Mbontrager@partnershiphp.org (707) 419-7913 4665 Business Center Drive Fairfield, CA 94534	Rick Bingham, Director, Sutter-Yuba Behavioral Health rbingham@co.sutter.ca.us
Drug Medi-Cal	Mark Bontrager Sr. Director of Behavioral Health Mbontrager@partnershiphp.org (707) 419-7913 4665 Business Center Drive Fairfield, CA 94534	Phillip Hernandez, Deputy Branch Director, Adult Services Branch phernandez@co.sutter.ca.us
In-Home Supportive Services	Janet Rudd Manager of Long Term Support Services (530) 351-9090 2525 Airpark Drive Redding, CA 96001	Betsy Gowan, Branch Director, Adult Services Branch BGowan@co.sutter.ca.us
Local Health Department	Manager of Care Coordination Sarah Wilson swilson@partnershiphp.org (530) 999-6900 2525 Airpark Drive Redding, CA 96001	Dr. Phuong Luu, Health Officer pluu@co.sutter.ca.us Leah Northrop, Branch Director, Public Health Branch LNorthrop@co.sutter.ca.us
WIC	Monika Brunkal BS Pharm Associate Director Population Health Department Partnership HealthPlan of California 4665 Business Center Drive Fairfield, CA 94534 (707) 863-4442 mbrunkal@partnershiphp.org	Leah Northrop, Branch Director, Public Health Branch LNorthrop@co.sutter.ca.us Tony Vang, Program Manager - Community Services, Public Health Branch ttvang@co.sutter.ca.us
TCM	Manager of Care Coordination Sarah Wilson swilson@partnershiphp.org (530) 999-6900 2525 Airpark Drive Redding, CA 96001	Leah Northrop, Branch Director, Public Health Branch LNorthrop@co.sutter.ca.us

MCAH	Manager of Care Coordination Sarah Wilson swilson@partnershiphp.org (530) 999-6900 2525 Airpark Drive Redding, CA 96001	Leah Northrop, Branch Director, Public Health Branch LNorthrop@co.sutter.ca.us Katrina Whitaker, Director of Nursing, Public Health Branch kwhitaker@co.sutter.ca.us
Child Welfare Services	Sr. Manager of Child Welfare Shahrukh Chishty schishty@partnershiphp.org (707) 420-7830 4665 Business Center Drive Fairfield, CA 94534	Josh Thomas, Branch Director, Children Services Branch JPThomas@co.sutter.ca.us

Exhibit C. SPECIALTY MENTAL HEALTH SERVICES

This Memorandum of Understanding (“MOU”) is entered into by and between Partnership HealthPlan (“MCP”) and the County of Sutter, including Sutter-Yuba Behavioral Health, (“DMC State Plan County”), effective as of date of execution (“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 Letters (“APL”) 18-015, 22-005, 22-006, 22-028, and MHP is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice (“BHIN”) 23- 056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP (“Members”) are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

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.

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 (“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 MHP and ensure MCP’s compliance with this MOU as described in Section 3 of this MOU.

b. “MCP-MHP Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 3 of this MOU. The MCP-MHP 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. “MHP Responsible Person” means the person designated by MHP to oversee coordination and communication with MCP and ensure MHP’s compliance with this MOU as described in Section 4 of this MOU.

d. “MHP Liaison” means MHP’s designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 4 of this MOU. The MHP Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 8 of this MOU, and provide updates to the MHP Responsible Person and/or MHP compliance officer 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 the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

f. “Subcontractor” as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

g. “Downstream Subcontractor” as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, means a subcontractor of a MHP Subcontractor.

2. Services Covered by this MOU. This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services (“NSMHS”) covered by MCP and further described in APL 22-006, and Specialty Mental Health Services (“SMHS”) covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.

3. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP’s Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

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

i. meet at least quarterly with MHP, 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’s compliance program policies;

iii. ensure there is a sufficient staff at MCP who support compliance with and management of this MOU;

iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP 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-MHP Liaison, the point of contact and liaison with MHP. The MCP-MHP Liaison is listed in Exhibit A of this MOU. MCP must notify MHP of any changes to the MCP-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.

4. MHP Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.

b. **Oversight Responsibility.** The Senior Director of Behavioral Health or designee, the designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCP of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:

- i. meet at least quarterly with MCP, as required by Section 9 of this MOU;
- ii. report on MHP's compliance with the MOU to MHP's compliance officer no less frequently than quarterly. MHP's compliance officer is responsible for MOU compliance oversight and reports as part of MHP's compliance program and must address any compliance deficiencies in accordance with MHP's compliance program policies;
- iii. ensure there is sufficient staff at MHP to support compliance with and management of this MOU;
- iv. ensure the appropriate levels of MHP 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 to MHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and
- vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP, and reporting to the MHP Responsible Person.

5. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP services may be accessed, including during nonbusiness hours.

d. The Parties must together develop training and education resources covering the services provided or arranged by the Parties, and each Party must share their training and educational materials with the other Party to ensure the information included in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and MHP policies and procedures, and with clinical practice standards.

e. The Parties must develop and share outreach communication materials and initiatives to share resources about MCP and MHP with individuals who may be eligible for MCP's Covered Services and/or MHP services.

6. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

b. **Referrals.** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services.

i. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy

requirements described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:

1. The process by which MHP and MCP transition Members to the other delivery system.

2. The process by which Members who decline screening are assessed.

3. The process by which MCP:

a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.

c. Provides a referral to an MHP Network Provider (if processes agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.

4. The process by which MHP:

a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.

c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.

d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician ("PCP") visit.

5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.

6. The process by which MCP (and/or its Network Providers):

a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MHP Network Provider (if

processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.

7. The process by which MHP (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must 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"), Complex Care Management ("CCM"), or Community Supports. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

Closed Loop Referrals. By July 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,¹ DHCS APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and County comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

7. 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 specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

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

iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

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

1. 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;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

v. Transitional Care.

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP 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, or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring transitional care coordination as required by Population Health Management, including, but not limited to:

a. Tracking when Members are admitted, discharged, or

transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) 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 behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing The implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.

3. For inpatient mental health treatment provided by MHP 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.

4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. **Clinical Consultation.**

1. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

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 prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS 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;

b. That the Parties implement a process for SMHS Providers

to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and
 c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management (“TCM”), Intensive Care Coordination (“ICC”), and/or Full-Service Partnership (“FSP”) services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. **Community Supports.**

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

- a. 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 MHP protocols;
- b. Identification of the Community Supports covered by MCP;
- c. A process specifying how MHP will make referrals for

Members eligible for or receiving Community Supports.

ix. **Eating Disorder Services.**

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:

- a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.
- b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.

2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.

a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

3. MCP and MHP agree to split costs associated with Eating Disorder as 50% MCP and 50% MHP for all eating disorders residential treatment and partial hospitalization (PHP). For intensive outpatient program (IOP), the MCP will pay 25% of the cost and the MHP 75% of the cost.

x. **Prescription Drugs.**

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

- a. MHP is obligated to provide the names and qualification of prescribing physicians to MCP.
- b. MCP is obligated to provide MCP’s procedures for obtaining authorization of prescribed rugs and laboratory services, including a list of available pharmacies and laboratories.

8. 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, and communication with others within their organizations about such activities.

[Parties may agree to meet 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 MHP Contract, and this MOU.

c. The Parties must invite the other Party’s Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including 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 frequency specified by DHCS.

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

9. 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. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

10. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and 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 coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”) and 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.

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged

information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in Exhibit J 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 J of this MOU to facilitate sharing of information and data. MHP 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 Specialty Mental Health provider is serving as an ECM provider;

ii. A process for MHP 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 MHP to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and v. A process for MCP to send admission, discharge, and transfer data to MHP when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

v. MCP and MHP must enter into the State's Data Exchange Framework Data Sharing Agreement ("DSA") for the safe sharing of information.

vi. If Member authorization is required, the Parties must agree to a standard consent form to obtain a Member's authorization to share and use information for the purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2.

b. **Behavioral Health Quality Improvement Program.** If MHP is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP are encouraged to execute a DSA. If MHP and MCP have not executed a DSA, MHP must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and MHP 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 programming interface that makes complete and accurate Network Provider directory information available through a 402450513.2 16 public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

11. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party 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 agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved. e. if decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the

Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

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

i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.

j. Nothing in this MOU or provision constitutes a waiver of any of the government 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.

12. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP cannot provide any service, financial 402450513.2 18 aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.

13. General.

a. **MOU Posting.** MCP and MHP must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP must retain all documents demonstrating compliance with this MOU for at least 10 years in accordance with the MCP Contract and MHP 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 MHP 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 MHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS and MHP 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 MHP 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 MHP 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 MHP 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, constitute 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.

Exhibit D. DRUG MEDI-CAL (“DMC”)

This Memorandum of Understanding (“MOU”) is entered into by and between Partnership HealthPlan (“MCP”) and the County of Sutter, including Sutter-Yuba Behavioral Health, (“DMC State Plan County”), effective as of date of execution (“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 (“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 3 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 8 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 4 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 4 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 8 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. 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.

3. 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 Senior Director of Behavioral Health 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 8 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.

4. DMC State Plan County Obligations.

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

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.

5. 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 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 provided 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.

e. 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.

6. 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 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.

Closed Loop Referrals. By July 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,¹ DHCS APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and County comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other,

similar guidance.

7. 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:

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 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. 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 prioritize 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 nonduplication 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;

3. A process 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 to a Drug Medi-Cal-certified program or a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

8. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communicating with others within their organizations about such activities. 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, at 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.

9. 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.

10. 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 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 J 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 J 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).

b. **Interoperability.** MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and 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 and DMC-ODS's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

11. 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, 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.

12. 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.

13. 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, 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, constitute 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.

Exhibit E. IN-HOME SUPPORTIVE SERVICES

This Memorandum of Understanding ("MOU") is entered into by Partnership HealthPlan ("MCP") and Sutter County In-Home Supportive Services ("County"), effective as of the date of the execution ("Effective Date").

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP and who are receiving, or are potentially eligible to receive, In-Home Supportive Services ("IHSS") ("Members") are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive IHSS in a timely manner and that IHSS is coordinated with medical services and long-term services and supports ("LTSS") to promote the health and safety of Members.

In consideration of the 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 ("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 County and ensure MCP's compliance with this MOU as described in Section 3 of this MOU.

b. "MCP-IHSS Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 3 of this MOU. The MCP-IHSS Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 8 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

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

d. "IHSS Liaison" means County's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The IHSS Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 8 of this MOU, and provide updates to the IHSS Responsible Person as appropriate.

2. Services Covered by This MOU. This MOU governs the coordination of care between County and MCP for Members who may be eligible for and/or are receiving IHSS.

3. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically

Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers, providing information necessary to assist Members or their Authorized Representatives in referring themselves to County for IHSS, and coordinating services and other related Medi-Cal LTSS provided by MCP and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Manager of Long Term Support Services[insert title], the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

- i. Meet at least quarterly with County, as required by Section 8 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's compliance program policies;
- iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;
- iv. Ensure the appropriate levels of MCP 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 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;
- vi. Serve, or may designate a person at MCP to serve, as the MCP-IHSS Liaison, the point of contact and liaison with County. The MCP-IHSS Liaison is listed in Exhibit A of this MOU. The MCP-IHSS Liaison functions may be assigned to the MCP-LTSS Liaison as long as the MCP-LTSS Liaison meets the training requirements and has the expertise to work with the IHSS Responsible Person, in accordance with DHCS All-Plan Letter ("APL") 23-004 or any subsequent version of the APL and Section 5 of this MOU. MCP must notify County of any changes to the MCP-IHSS Liaison in writing 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 that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

4. County Obligations.

a. **Provision of Services.** County is responsible for assessing, approving, and authorizing each Member's initial and continuing need for IHSS pursuant to California Welfare and Institutions Code Section 12300.

b. **Oversight Responsibility.** The Adult Services Branch Director of Sutter-Yuba Behavioral Health the designated IHSS Responsible Person listed in Exhibit B of this MOU, is responsible for overseeing County's compliance with this MOU. The IHSS Responsible Person serves, or may designate a person to serve, as the designated IHSS Liaison, the point of contact and liaison with MCP. The IHSS Liaison is listed in Exhibit B of this MOU. County must notify MCP of changes to the IHSS Liaison as soon as reasonably practical but no later than the date of change.

5. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services 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, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to 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 County IHSS to its Network Providers.

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

c. MCP must provide County, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

d. MCP, in collaboration with County, must ensure that the MCP-IHSS Liaison is sufficiently trained on IHSS assessment and referral processes and providers, and on how MCP and Primary Care Providers can support IHSS eligibility applications and coordinate care across IHSS, medical services, and LTSS. This includes training on IHSS referrals for Members in inpatient and Skilled Nursing Facility ("SNF") settings as a part of Transitional Care Service requirements, to support safe and stable transitions to home and community-based settings.

e. County must provide the IHSS Liaison with training and educational materials on MCP's Covered Services, including nonemergency medical transportation and nonmedical transportation, to support IHSS staff providers in assisting Members with accessing MCP's Covered Services.

6. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to County for IHSS and/or MCP for the appropriate services.

b. For Members who may be eligible to receive IHSS, who desire IHSS but are not currently receiving IHSS, MCP must submit Member referrals to IHSS using a patient-centered, shared decision-making process.

c. If MCP learns that a Member who is currently receiving IHSS has a condition that has changed, MCP must advise that Member to contact the County IHSS Office to conduct an eligibility redetermination for IHSS.

d. 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 Case Management ("CCM"). However, if County is also an ECM Provider pursuant to a separate agreement

between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.

e. If County is notified that an existing IHSS participant has had a change of condition, County must follow up to determine if a reassessment of IHSS is needed.

Closed Loop Referrals. By July 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,¹ DHCS APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and County comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

7. 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 care coordination issues or barriers to care coordination efforts at least quarterly.

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

iv. MCP's policies and procedures must include:

1. Processes for coordinating with County that ensure there is no duplication of services for Members enrolled in ECM, Community Supports, and other Covered Services through IHSS and that services (such as ECM, Community Supports, and IHSS) are provided in a coordinated and complementary manner. IHSS eligibility does not preclude eligibility for ECM and Community Supports;

2. Processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medi-Cal benefits to be provided or arranged for by MCP while Members receive IHSS; and

3. Processes for outreach and coordination with County (and, to the extent possible, Members and IHSS) for Members identified by DHCS as receiving IHSS.

v. MCP must assess Members transferring from one care setting or level of care to another, such as from a hospital or an SNF to the home or community and provide IHSS referral information to Members (as appropriate) and supporting documentation to County if Members or their Authorized Representatives self-refer to IHSS, as appropriate, as a part of Transitional Care Service requirements in accordance with All-County Letter No.: 02-68, All-County Information Notice No.: I-43-06, or any subsequent or superseding guidance.

vi. County should provide Members and their Authorized Representatives, with approval of Members, and IHSS, with information on how to assist Members with obtaining MCP's Covered Services, including any Community Supports or care management

programs for which they may qualify, such as ECM or CCM.

8. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP’s obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the IHSS Responsible Person and appropriate IHSS program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP 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 County, such as local county meetings, local community forums, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

9. 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.

10. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and County is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which 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 J of this MOU. The Parties must annually review and, if appropriate, update Exhibit J of this MOU to facilitate sharing of information and data. The Parties are not required to obtain specific signed

releases of information to exchange Member data for the purpose of sending and receiving referrals.

i. MCP must coordinate with County to receive population data regarding IHSS for Members to enable MCP to have more accurate and precise measurements of health risks and disparities within MCP's Member population, as required by the CalAIM Population Health Management Policy Guide.

ii. MCP must, and County is encouraged to, share information necessary to facilitate referrals as described in Section 6 of this MOU and provide ongoing care coordination as described in Section 7 of this MOU. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in Exhibit J of this MOU.

iii. MCP must share information with County that is necessary for the IHSS Liaison to identify which Members are also receiving ECM and/or Community Supports, to assist Members with accessing all available services.

11. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party 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. MCP must, and IHSS should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 30 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to the California Department of Social Services. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

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

12. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by IHSS who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., 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 by IHSS.

13. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care

Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS 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 11 purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP 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 MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU 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 is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care 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 LHD 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 LHD 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, constitute 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.

Exhibit F. LOCAL HEALTH DEPARTMENT

This MOU is entered into by Partnership HealthPlan (“MCP”) and the Sutter County Health Department, a local health department (“LHD”), effective as of date of execution Date (“Effective Date”). MCP, and MCP’s relevant Subcontractor and/or Downstream Subcontractor, and LHD may be referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP (“Members”) are able to access and/or receive services in a coordinated manner from MCP and LHD;

WHEREAS, the Parties desire to ensure that Members receive services available through LHD direct service programs in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties understand and agree that to the extent any data that is protected health information (“PHI”) or personally identifiable information (“PII”) exchanged in furtherance of this agreement originates from the California Department of Public Health (“CDPH”) owned databases, LHD must comply with all applicable federal and State statutes and regulations and any underlying CDPH/LHD agreement terms and conditions that impose restrictions on access to, use of, and disclosure of that data.

1. Definitions. Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the Department of Health Care Services (“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 the LHD Responsible Person, facilitate quarterly meetings in accordance with Section 9 of and ensure MCP’s compliance with this MOU as described in Section 3 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. “MCP-LHD Liaison” means MCP’s designated point of contact(s) responsible for acting as the liaison between MCP and LHD Program Liaison(s) as described in Section 3 of this MOU. The MCP-LHD Liaison(s) must ensure that the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 10 9 of this MOU, and must provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. “LHD Responsible Person” means the person designated by LHD to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure LHD’s compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LHD practices.

d. “LHD Program Liaison” means LHD’s designated point of contact(s) responsible for acting as the liaison between MCP and LHD as described in Section 4 of this MOU. The LHD Program Liaison(s) should ensure the appropriate communication and care

coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 98 of this MOU, and should provide updates to the LHD Responsible Person as appropriate.

2. Services Covered by This MOU. This MOU governs the coordination between LHD and MCP for the delivery of care and services for Members who reside in LHD's jurisdiction and may be eligible for services provided, made available, or arranged for by LHD. The Parties are subject to additional requirements for specific LHD programs and services that LHD provides, which are listed in the applicable program-specific exhibits ("Program Exhibits"), each labeled with the specific program or service.

3. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services and benefits, such as dental benefits.

b. **Oversight Responsibility.** The Manager of Care Coordination, the designated MCP Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with the LHD Responsible Person and LHD Program Liaisons, as required by Section 8 of this MOU;

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

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

iv. Ensure the appropriate level of MCP 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 LHD 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-LHD Liaison, the point of contact and liaison with LHD or LHD programs. The MCP-LHD Liaison is listed in Exhibit A of this MOU. MCP must notify LHD of any changes to the MCP-LHD Liaison in writing 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 that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

4. LHD Obligations.

a. **Provision of Services.** LHD is responsible for services provided or made available by LHD.

b. **Oversight Responsibility.** The Public Health Director or designee, the designated LHD Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing LHD's compliance with this MOU. It is recommended that this person be in a leadership capacity with decision-making authority on behalf of LHD. LHD must designate at least one person to serve as the designated LHD Program Liaison, the point of contact and liaison with MCP, for the programs relevant to this MOU. It is recommended that this person be in a leadership capacity at the program level. The LHD Program Liaison(s) is listed in Exhibit B of this MOU. LHD may designate a liaison(s) by program or service line. LHD must notify MCP of changes to the LHD Program Liaison(s) as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five Working Days of the change.

5. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services 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, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to 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 LHD programs and services to its Network Providers.

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

c. MCP must provide LHD, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and carved-out services may be accessed, including during nonbusiness hours.

d. If MCP or LHD develops training and education resources covering the services provided or arranged by the Parties, then each Party must share its training and education resources with the other Party to ensure the information included in their respective training and education resources sets forth an accurate set of services provided or arranged for by each Party and is consistent with MCP and LHD policies and procedures, and with clinical practice standards.

e. The Parties must make information that describes MCP Covered Services and/or LHD services or programs under this MOU available to Members, LHD clients, and/or other individuals who may be eligible for these resources.

f. MCP training materials shared with LHD must include billing and claims requirements for LHD reimbursement for non-contracted LHD services pursuant to Section 13.

g. MCP must share LHD provider training and/or educational opportunities that MCP is aware of with Network Providers and practitioners.

h. LHD must provide to the LHD Program Liaison(s) and LHD program providers training and educational materials on MCP's Covered Services, including non-emergency

medical transportation (“NEMT”) and non-medical transportation (“NMT”), to support LHD program providers in assisting Members with accessing MCP’s Covered Services.

6. Referrals.

a. Referral Process. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate LHD program.

i. The Parties must facilitate referrals to the relevant LHD program for Members who may potentially meet the criteria of the LHD program and must ensure the LHD program has procedures for accepting referrals from MCP or responding to referrals where LHD programs cannot accept additional Members. Where applicable, such decisions should be made through a patient-centered, shared decision-making process. LHD should facilitate MCP referrals to LHD services or programs by assisting MCP in identifying the appropriate LHD program and/or should provide referral assistance when it is required.

ii. MCP must refer Members to LHD for direct service programs as appropriate including, without limitation, those set forth in Section 12.

iii. LHD should refer Members to MCP for any Community Supports services or additional care management programs for which they may qualify, such as Enhanced Care Management (“ECM”) or Complex Case Management (“CCM”). However, if LHD is an ECM Provider pursuant to a separate agreement between MCP and LHD for ECM services, this MOU does not govern LHD’s provision of ECM services.

iv. LHD should refer Members to MCP for Covered Services.

Closed Loop Referrals. By July 1, 2025, or date otherwise determined by DHCS, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide, DHCS All-Plan Letter (“APL”) 22-024 or any subsequent version of the APL, and as set forth by DHCS through an APL or other similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance. The Parties must establish a system that tracks cross-system referrals and meets all requirements set forth by DHCS through an APL or other, similar guidance.

7. 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 specific requirements set forth in this MOU, including those in the Program Exhibits.

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 collaboration with LHD and to identify strategies to monitor and assess the effectiveness of this MOU.

8 Blood Lead Screening/Follow-up Testing and Lead Case Management.

a. Blood Lead Screening and Follow-up Testing.

i. MCP must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) and two (2)

in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the Medi-Cal Managed Care Contract, and APL 20-016, or any superseding APL.

ii. MCP must coordinate with its Network Providers to determine whether eligible Members have received blood lead screening and/or any Medically Necessary follow-up blood lead testing. If eligible Members have not received blood lead screening or indicated follow-up testing, MCP must arrange for and ensure each eligible Member receives blood lead screening and any indicated follow-up blood lead testing.

iii. MCP must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH requirements and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract.

iv. MCP must ensure that its Network Providers, including laboratories analyzing for blood lead, report instances of elevated blood lead levels as required by Cal. Health & Safety Code Section 124130.

v. To the extent LHD, in the administration of a program or service is made aware that the child enrolled in MCP has not had a blood lead screening and to the extent that LHD resources allow, LHD will notify MCP of the need for the child to be screened.

vi. If the Member refuses the blood lead screening test, MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian(s) of the Member is documented in the Member's Medical Record.

b. Case Management for Elevated Blood Lead Levels

i. Where case management for elevated blood lead levels is provided by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at CDPH, MCP must coordinate directly with the CLPPB to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

ii. Where case management for elevated blood lead levels is provided by LHD as a contracted entity with the CDPH CLPPB, and to the extent LHD resources allow, MCP must coordinate with the LHD Program Liaison, as necessary and applicable, to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

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 in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. [The Parties may agree to meet more frequently.] These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the LHD Responsible Person, LHD Program Liaison(s),

and LHD executives, to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors, as well as other LHD program staff should be permitted to participate in these meetings, as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

b. **Local Representation.** MCP, represented by the MCP-LHD Liaison, must participate, as appropriate, at meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and LHD engagements, to collaborate with LHD 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. MCP must document these QI activities in policies and procedures.

11. Population Needs Assessment (“PNA”). MCP will meet the PNA requirements by demonstrating meaningful participation in LHD’s Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates. MCP must coordinate with LHD to develop a process to implement DHCS guidance regarding the PNA requirements once issued. MCP must work collaboratively with LHD to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of the PNA guidance within 90 days of issuance.

12. Non-Contracted LHD Services. If LHD does not have a separate Network Provider Agreement with MCP and provides any of the following services as an out-of-network provider:

- a. sexually transmitted infection (“STI”) screening, assessment, and/or treatment;
- b. family planning services;
- c. immunizations; and
- d. HIV testing and counseling

MCP must reimburse LHD for these services at no less than the Medi-Cal Fee-For-Service (“FFS”) rate as required by the Medi-Cal Managed Care Contract and as described in Exhibit J of this MOU.

13. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely, maintained securely and confidentially, and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and LHD is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU.

The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include Member demographic, behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services provided or arranged for by LHD; 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 J of this MOU. The Parties must annually review and, if appropriate, update Exhibit J to facilitate sharing of information and data.

i. MCP must, and LHD is encouraged to, share information necessary to facilitate referrals as described in Section 6 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.

ii. Upon request, MCP must provide the immunization status of the Members to LHD pursuant to the Medi-Cal Managed Care Contract and as may be described in Exhibit F.

b. Interoperability. MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulation Section 438.10 and in accordance with APL 22-026. 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 Regulation Sections 438.242(b) and 438.10(h).

14. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute, difference of opinion regarding the Party 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. MCP must, and LHD should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and LHD must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and LHD that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be forwarded by LHD to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government 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.

15. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LHD who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., LHD 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 by LHD.

16. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS 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 11 purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP 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 MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU 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 is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care 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 LHD 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 LHD 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, constitute 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.

Exhibit F.1. Non-Contracted LHD Services.

This Exhibit F.1. governs LHD's provision of any of the services listed below only to the extent that such services are provided by LHD as a non-contracted Provider of MCP Covered Services. If LHD has a Network Provider Agreement with MCP pursuant to which any of these services are covered, such Network Provider Agreement governs.

1. Immunizations. MCP is responsible for providing all immunizations to Members recommended by the Centers for Disease Control and Prevention ("CDC") Advisory Committee on Immunization Practices ("ACIP") and Bright Futures/American Academy of Pediatrics ("AAP") pursuant to the Medi-Cal Managed Care Contract and must allow Members to access immunizations through LHD regardless of whether LHD is in MCP's provider network, and MCP must not require prior authorization for immunizations from LHD.

a. MCP must reimburse LHD for immunization services provided under this MOU at no less than the Medi-Cal FFS rate.

b. MCP must reimburse LHD for the administration fee for immunizations given to Members who are not already immunized as of the date of immunization, in accordance with the terms set forth in APL 18-004.

2. Sexually Transmitted Infections ("STI") Services, Family Planning, and HIV Testing and Counseling. MCP must ensure Members have access to STI testing and treatment, family planning, and HIV testing and counseling services, including access through LHD pursuant to 42 United States Code Sections 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51.

a. MCP must not require prior authorization or referral for Members to access STI, family planning or HIV testing services.

b. MCP must reimburse LHD for STI services under this MOU at a rate no less than the Medi-Cal FFS rate for the diagnosis and treatment of an STI episode, as defined in Policy Letter No. 96-09.

c. MCP must reimburse LHD for family planning services at a rate no less than the appropriate Medi-Cal FFS rate for services listed in Medi-Cal Managed Care Contract (Specific Requirements for Access to Program and Covered Services), provided to Members of childbearing age to temporarily or permanently prevent or delay pregnancy.

d. If LHD provides HIV testing and counseling services to Members, MCP, in accordance with the Medi-Cal Managed Care Contract and federal law, including, but not limited to, 42 U.S.C. §§ 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51, must reimburse LHD at a rate no less than the Medi-Cal FFS rate for such services as defined in PL § 96-09.

3. Reimbursement. MCP must reimburse the aforementioned STI testing and treatment, family planning, and HIV testing and counseling services only if LHD submits to MCP the appropriate billing information and either treatment records or documentation of a Member's refusal to release medical records to MCP.

Exhibit F. 2. Tuberculosis ("TB") Screening, Diagnosis, Treatment, and Care Coordination.

1. Parties' Obligations.

a. MCP must ensure access to care for latent tuberculosis infection ("LTBI") and active TB disease and coordination with LHD TB Control Programs for Members with active tuberculosis disease, as specified below.

b. MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with suspected or active TB disease to minimize delays in initiating isolation and treatment of infectious patients. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

c. MCP must consult with LHD to assess the risk of noncompliance with drug therapy for each Member who requires placement on anti-TB drug therapy, in accordance with the Medi-Cal Managed Care Contract.

2. Care Coordination.

a. LTBI Testing and Treatment.

i. **TB Risk Assessment.** MCP must provide screening through Network Providers for LTBI in all Members with risk factors for TB infection as recommended by the U.S. Preventive Services Task Force ("USPSTF") and the AAP. The CDPH TB Risk Assessment Tools should be used to identify adult and pediatric patients at risk for TB.

ii. **TB Testing.** MCP should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection and should recommend the Interferon Gamma Release Assay ("IGRA") blood test for Members when screening for LTBI in order to comply with current standards outlined by the CDC, CDPH, the California TB Controllers Association, and/or the American Thoracic Society ("ATS") for conducting TB screening.

iii. **Other Diagnostic Testing and Treatment.** MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with LTBI. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

iv. **LTBI Treatment.** MCP should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation and CDC LTBI Treatment Guidelines, which recommend treating individuals diagnosed with LTBI.

b. Reporting of Known or Suspected Active TB Cases.

i. MCP must require Network Providers to report to LHD by electronic transmission, phone, fax, and/or the Confidential Morbidity Report known or suspected cases of active TB disease for any Member residing within Sutter County within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.

ii. MCP must obtain LHD's Health Officer (or designee's) approval in the jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease.

c. Active TB Disease Testing and Treatment.

i. MCP is encouraged to ensure Members are referred to specialists with TB experience (e.g., infectious disease specialist, pulmonologist) or to LHD's TB clinic, when needed or applicable.

ii. **Treatment Monitoring.** MCP must provide Medically Necessary Covered Services to Members with TB, such as treatment monitoring, physical examinations, radiology, laboratory, and management of drug adverse events, including but not limited to the following:

1. Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously produce sputum specimens to sputum induction or BAL, as needed.

2. Promptly submitting initial and updated treatment plans to LHD at least monthly until treatment is completed.

3. Reporting to LHD when the patient does not respond to treatment or misses an appointment.

4. Promptly reporting drug susceptibility results to LHD and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by LHD.

iii. Treatment.

1. LHD and MCP must coordinate the provision of medication prescriptions for each Member to fill at an MCP-approved pharmacy.

2. LHD should coordinate the provision of TB treatment and related services, including for the provision of a treatment plan, with the Member's primary care physician ("PCP") or other assigned clinical services provider.

3. LHD and MCP will coordinate the inpatient admission of Members being treated by LHD for TB.

iv. Case Management.

1. LHD is encouraged to refer Members to MCP for ECM and Community Supports when LHD assesses the Member and identifies a need. MCP is encouraged to require its Network Providers to refer all Members with suspected or active TB disease, to the LHD Health Officer (or designee) for Directly Observed Therapy ("DOT") evaluation and services.

2. MCP must continue to provide all Medically Necessary Covered Services to Members with TB receiving DOT.

3. MCP must assess Members with the following conditions or characteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness; the elderly, child, and adolescent Members; persons with unmet housing needs; persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. If a Member's Network

Provider believes that a Member with one or more of these risk factors is at risk for noncompliance, MCP must refer the Member to LHD for DOT.

4. LHD is responsible for assigning a TB case manager to notify the Member's PCP of suspected and active TB cases, and the TB case manager must be the primary LHD contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.

5. MCP should provide LHD with the contact information for the MCP-LHD Liaison to assist with coordination between the Network Provider and LHD for each diagnosed TB patient, as necessary.

6. LHD is responsible for assigning a TB case manager to notify the designated Network Provider of suspected and active cases, and the TB case manager must be the primary LHD contact for coordination of care with Network Providers.

d. Case and Contact Investigations.

i. As required by Cal. Health & Safety Code Sections 121362 and 121363, MCP must ensure that Network Providers share with LHD any testing, evaluation, and treatment information related to LHD's contact and/or outbreak investigations. The Parties must cooperate in conducting contact and outbreak investigations.

ii. LHD is responsible for conducting contact investigation activities for all persons with suspected or confirmed active TB in accordance with Cal. Health & Safety code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines, including:

1. Identifying and ensuring recommended testing, examination, and other follow-up investigation activities for contacts with suspected or confirmed active cases;
2. Communicating with MCP's Network Providers about guidance for examination of contacts and chemoprophylaxis; and
3. Working with Network Providers to ensure completion of TB evaluation and treatment.

iii. MCP is responsible for ensuring its Network Providers cooperate with LHD in the conduct of contact investigations, including:

1. Providing medical records as requested and specified within the time frame requested;
2. Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of MCP and its Network Providers, including requiring its Network Providers to provide appropriate examination of Members identified by LHD as contacts within seven days;
3. Ensuring Member access to LTBI testing and treatment and following LTBI Treatment Guidelines published by the CDC.
4. Requiring that its Network Providers to provide the examination results to LHD within one day for positive TB results, including:
 - (a) Results of IGRA or tuberculin tests conducted by Network Providers;
 - (b) Radiographic imaging or other diagnostic testing, if performed; and
 - (c) Assessment and diagnostic/treatment plans, following evaluation by the Network Provider.

3. Quality Assurance and Quality Improvement. MCP must consult regularly with LHD to develop outcome and process measures for care coordination as required by this Exhibit D for the purpose of measurable and reasonable quality assurance and improvement.

Exhibit F. 3. Maternal Child and Adolescent Health

This Exhibit F. 3. governs the coordination between LHD Maternal, Child and Adolescent Health Programs (“MCAH Programs”) and MCP for the delivery of care and services to Members who reside in LHD’s service area and may be eligible for one or more MCAH Programs to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to, the Black Infant Health Program, the Adolescent Family Life Program, the California Home Visiting Program, and/or the Children and Youth with Special Health Care Needs Program.

1. Parties’ Obligations.

a. Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment (“EPSDT”), MCP must ensure the provision of all screening, preventive, and Medically Necessary diagnostic and treatment services for Members under 21 years of age.

b. The MCP Responsible Person serves, or may designate a person at MCP to serve, as the day-to-day liaison with LHD specifically for MCAH Programs (e.g., the MCP-MCAH Liaison); the MCP-MCAH Liaison is listed in Exhibit A (the designated person may be the same as the MCP-LHD Liaison). MCP must notify LHD of any changes to the MCP-MCAH Liaison in accordance with Section 3 of this MOU.

c. To the extent that programs are offered by LHD and to the extent LHD resources allow, LHD must administer MCAH Programs, funded by CDPH, in accordance with CDPH guidance set forth in the Local MCAH Programs Policies and Procedures manual and other guidance documents.

d. The LHD Responsible Person may also designate a person to serve as the day-to-day liaison with MCP specifically for one or more MCAH Programs (e.g., LHD Program Liaison(s)); the LHD Program Liaison(s) is listed in Exhibit B. LHD must notify MCP of changes to the LHD Program Liaison in accordance with Section 4 of this MOU.

2. Referrals to, and Eligibility for and Enrollment in, MCAH Programs.

a. MCP must coordinate, as necessary, with the Network Provider, Member, and MCAH Program to ensure that the MCAH Program receives any necessary information or documentation to assist the MCAH Program with performing an eligibility assessment or enrolling a Member in an MCAH Program.

b. MCP must collaborate with LHD to update referral processes and policies designed to address barriers and concerns related to referrals to and from MCAH Programs.

c. LHD is responsible for providing MCP with information regarding how MCP and its Network Providers can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. LHD is responsible for working with MCP, as necessary, to revise referral processes and to address barriers and concerns related to referrals to MCAH Programs.

d. LHD is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs in accordance with MCAH Programs’ enrollment practices and

procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs *and/or enrolling Members, as applicable in MCAH Programs* within 14 Working Days of receiving a referral.

e. LHD is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for and the availability of one or more MCAH Programs and coordinate with MCP and/or its Network Providers as necessary to enroll Members.

f. LHD MCAH Programs are not entitlement programs and may deny or delay enrollment if programs are at capacity.

3. Care Coordination and Collaboration.

a. MCP and LHD must coordinate to ensure Members receiving services through MCAH Programs have access to prevention and wellness information and services. LHD is encouraged to assist Members with accessing prevention and wellness services covered by MCP, by sharing resources and information to with Members about services for which they are eligible, to address needs identified by MCAH Programs' assessments.

b. MCP must screen Members for eligibility for care management programs such as CCM and ECM, and must, as needed, provide care management services for Members enrolled in MCAH Programs, including for comprehensive perinatal services, high-risk pregnancies, and children with special health care needs. MCP must engage LHD, as needed, for care management and care coordination.

c. MCP should collaborate with MCAH Programs on perinatal provider technical support and communication regarding perinatal issues and service delivery and to monitor the quality of care coordination.

4. Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services.

a. Where MCP and LHD have overlapping responsibilities to provide services to Members under 21 years of age, MCPs must do the following:

1. Assess the Member's need for Medically Necessary EPSDT services, including mental, behavioral, social, and/or developmental services, utilizing the AAP Periodicity Table and the CDC's ACIP child vaccination schedule, the required needs assessment tools.

2. Determine what types of services (if any) are being provided by MCAH Programs, or other third-party programs or services.

3. Coordinate the provision of services with the MCAH Programs to ensure that MCP and LHD are not providing duplicative services and that the Member is receiving all Medically Necessary EPSDT services within 60 calendar days following the preventive screening or other visit identifying a need for treatment regardless of whether the services are Covered Services under the Medi-Cal Managed Care Contract.

5. Quarterly Meetings.

a. MCP must invite the LHD Responsible Person and LHD Program Liaison(s) for MCAH Programs to participate in MCP quarterly meetings as needed to ensure appropriate committee representation, including a local presence, and in order to discuss and address care coordination and MOU-related issues. Other MCAH Program representatives may be permitted to participate in quarterly meetings.

b. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and county engagements, to collaborate with LHD for MCAH Programs on equity strategy and prevention activities.

6. Quality Improvement. MCP and LHD must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out the obligations under this MOU.

7. Data Information and Exchange.

a. MCP and LHD must exchange data and Member enrollment information in MCAH Programs and Member information related to prevention, wellness, and home visiting activities, or services designed to minimize health disparities, to ensure Members are receiving all Medically Necessary services.

b. LHD will seek authorization from MCAH Program participants eligible to enroll in MCP services or programs such as ECM or Community Supports so LHD can provide MCP with participants' information regarding their needs for MCP Covered Services.

Exhibit G. Women, Infants and Children (WIC) Services

This MOU is entered into by Partnership HealthPlan (“MCP”) and the Sutter County Health Department, a local health department (“LHD”), effective as of date of execution Date (“Effective Date”). MCP, and MCP’s relevant Subcontractor and/or Downstream Subcontractor, and LHD may be referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP (“Members”) are able to access and/or receive services, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic, and Treatment (“EPSDT”) benefit) services, as well as other services that may not be covered by MCP, in a coordinated manner from MCP and Agency; and

WHEREAS, the Parties desire to ensure that Members receive services for which they may be eligible in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties desire to work together to promote and support local, regional, and statewide efforts to provide food assistance, nutrition education and breastfeeding counseling, and access to health and social services to pregnant individuals, new parents and guardians, persons up to their first birthday (one year of age) (“Infants”), and persons over one year of age and up to their fifth birthday (five years of age) (“Children”); and

WHEREAS, the Parties understand and agree that to the extent that any data exchanged in furtherance of this MOU is protected health information (“PHI”) or Personally Identifiable Information (“PII”) derived from California Department of Public Health’s (“CDPH”) management information system for the Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC” or “WIC Program”) or otherwise collected, created, maintained, stored, transmitted, or used by Agency pursuant to its local agency agreement with CDPH, Agency must comply with all applicable federal and State statutes and regulations governing confidential information for the WIC Program and any underlying CDPH/WIC agreement terms and conditions that impose restrictions on the access, use, and disclosure of WIC data.

In consideration of the 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 (“DHCS”) or 7 Code of Federal Regulations Section 246.2, 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 the Agency Responsible Person, facilitate quarterly meetings in accordance with Section 8 of this MOU, and ensure MCP’s compliance with this MOU as described in Section 3 of this MOU. It is recommended that this person be in a

leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-Agency Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and Agency as described in Section 3 of this MOU. The MCP-Agency Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 8 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "Agency Responsible Person" means the person designated by Agency to oversee coordination and communication with MCP and ensure Agency's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in Agency practices.

d. "Agency Liaison" means Agency's designated point of contact responsible for acting as the liaison between MCP and Agency as described in Section 4 of this MOU. The Agency Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, should facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the Agency Responsible Person as appropriate. It is recommended that the Agency Liaison have WIC Program subject matter expertise.

2. Services Covered by This MOU.

a. The WIC Program is authorized by Section 17 of the Child Nutrition Act of 1966, 42 United States Code Section 1786, and administered by CDPH. Agency is a public or private, nonprofit health or human service agency that, pursuant to a local agency agreement with CDPH, certifies applicant eligibility for the WIC Program and provides WIC Program benefits to participants.

b. Pursuant to the separate local agency agreement with CDPH, Agency provides WIC Program services to eligible persons in accordance with federal and State statutes and regulations governing the WIC Program ("WIC Services"). (42 United States Code Section 1786; 7 Code of Federal Regulations Section 246; Health and Safety Code Section 123275 et seq.; 22 California Code of Regulations Section 40601 et seq.) WIC Services include supplemental foods, nutrition education, and referrals to or information regarding other health-related or public assistance programs. (See 7 Code of Federal Regulations Sections 246.1, 246.7(b), 246.10, 246.11.)

c. Nothing in this MOU is intended to supersede, or conflict with, Agency's agreement with CDPH or CDPH's oversight authority over Agency's provision of WIC Services and the requirements applicable thereto. Should any conflict arise, the terms of Agency's agreement with CDPH will control.

d. This MOU governs coordination between Agency and MCP relating to the provision and delivery of MCP's Covered Services and WIC Services to Members.

e. As set forth in federal law, "WIC Participants" are Pregnant Women, women up to one year postpartum who are breastfeeding their Infants ("Breastfeeding Women"), women up to six months after termination of pregnancy ("Postpartum Women"), Infants, and Children who are receiving supplemental foods or food instruments or cash-value vouchers under the WIC Program, and the breastfed Infants of participant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining participants as well as Pregnant Women,

Postpartum Women, Breastfeeding Women, Infants, and Children for purposes of WIC Program participation].)

f. As set forth in federal law, “WIC Applicants” are Pregnant Women, Breastfeeding Women, Postpartum Women, Infants, and Children who are applying to receive WIC benefits, as well as the breastfed Infants of applicant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining applicants].)

g. Agency provides referrals to or information regarding other health-related or public assistance programs to both WIC Applicants and WIC Participants. All other WIC Services are available exclusively to Members who are WIC Participants and the parents and guardians of Infant or Child participants in the case of nutrition education. The provision of WIC Services by Agency to Members must be limited to Members who are WIC Applicants, WIC Participants, or the parents or guardians thereof, as applicable, and rendered in accordance with the statutes and regulations governing the WIC Program (see, e.g., 42 United States Code Section 1786(d); 7 Code of Federal Regulations Sections 246.2, 246.7) as well as the terms of Agency’s local agency agreement with CDPH.

3. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP’s Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Associate Director Population Health Department], the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP’s compliance with this MOU. The MCP Responsible Person must:

- i. Meet at least quarterly with Agency, 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’s compliance program policies;
- iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;
- iv. Ensure the appropriate levels of MCP 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 Agency 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-Agency Liaison, the point of contact and liaison with Agency. The MCP-Agency Liaison is listed in Exhibit A of this MOU. MCP must notify Agency of any changes to the MCP-Agency Liaison in writing 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 that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

4. Agency Obligations.

a. **Provision of Covered Services.** Agency is responsible for services provided or made available by Agency.

b. **Oversight Responsibility.** The Public Health Branch Director, the designated Agency Responsible Persons, listed in Exhibit B of this MOU, is responsible for overseeing Agency's compliance with this MOU. The Agency Responsible Person serves, or may designate a person to serve, as the designated Agency Liaison, the point of contact and liaison with MCP. The Agency Liaison is listed in Exhibit B of this MOU. Agency must notify MCP of any changes to the Agency Liaison in writing as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case notice must be provided within five Working Days of the change.

5. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services 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, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to 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 WIC Services to its Network Providers. *[The Parties may agree to make this requirement mutual.]*

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services and WIC Services provided by Agency, including:

i. Information about WIC Services, including who is eligible for WIC Services; how WIC Services can be accessed; WIC Program referral processes, including referral forms, links, fax numbers, email addresses, and other means of making and sending WIC Program referrals; referral processes for therapeutic formulas; and care coordination approaches; and

ii. Information on nutrition and lactation topics, food insecurity screening, and cultural awareness.

c. MCP must provide Agency, Members, and Network Providers with training and/or educational materials, which may include the MCP provider manual, on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours, and information on MCP's relevant Covered Services and benefits such as doula services; lactation consultation services and other breastfeeding support services, including breast pump availability, related supplies, and issuance; outpatient services; Community Health Worker services, dyadic services; and related referral processes for such services.

d. Provided Agency obtains the appropriate approvals required by its local agency agreement with CDPH prior to using or developing materials for the WIC Program, the Parties must together develop training and education resources covering the services provided or arranged for by the Parties.

e. The Parties must share their applicable training and educational materials with each other to ensure the information in their respective training and educational materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and Agency policies and procedures, and with clinical practice standards.

f. Provided Agency obtains the appropriate approvals required by its local agency agreement with CDPH prior to using or developing materials for the WIC Program, the Parties must develop and share outreach communication materials and develop initiatives to share resources about MCP and Agency with individuals who may be eligible for MCP's Covered Services and/or WIC Services.

g. MCP must include Agency outreach communications to inform Members about WIC on its website and in its Member education materials, Member handbook, and other appropriate materials, including placing the WIC website link [www.myfamily.wic.ca.gov and/or local WIC link] on its website.

h. Agency must provide the Agency Liaison and Agency staff and providers with training and educational materials on MCP's Covered Services to support Agency in assisting Members with accessing MCP's Covered Services.

i. [As applicable] When staff resources allow, Agency must ensure the WIC Regional Breastfeeding Liaison, as defined by the CDPH Regional Breastfeeding Liaison Program (or designee), offers WIC orientation and breastfeeding group training quarterly to MCP's Network Providers and support staff, including providing information on breastfeeding policy across the continuum of care, such as the California Department of Public Health's 9 Steps to Breastfeeding Friendly: Guidelines for Community Health Centers and Outpatient Care Settings 2015, workplace lactation accommodation, and hospital breastfeeding policy regulations.

j. MCP must coordinate with the WIC Regional Breastfeeding Liaison to communicate and schedule Network Provider training on WIC orientation and breastfeeding.

6. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure WIC-eligible Members are referred to the appropriate WIC Services and MCP's Covered Services. Referrals made pursuant to this MOU and any policies and procedures related thereto must comply with Section 13 of this MOU.

i. The Parties must facilitate referrals to Agency for Members who may meet the eligibility criteria for WIC Services.

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

iii. MCP must refer and document the referral to Agency of Members who are Pregnant Women, Breastfeeding Women, Postpartum Women, or the legal guardians of Members who are Infants or Children, including referrals made as part of the initial evaluation of newly pregnant individuals, pursuant to 42 Code of Federal Regulations Section 431.635(c) and any relevant DHCS guidance. MCP must have policies and procedures to identify and refer, and to ensure its Network Providers identify and refer, to Agency those Members who may be eligible for WIC Services.

1. As part of the referral, or as soon as possible thereafter, MCP must assist the Network Provider, Member, and Agency, as necessary, with sharing the Member's name, address, relevant portions of the medical record, Medi-Cal number, and contact information (such as the Member's phone/email) as well as a copy of the Member's current

(within the past 12 months) hemoglobin and hematocrit laboratory values with Agency as soon as possible. If the Member has not yet had these laboratory tests, MCP must coordinate with the Network Provider and Member to assist the Member with obtaining such laboratory tests as soon as possible.

2. MCP must ensure its Network Providers share with Agency relevant information from patient visits, including, without limitation, height and weight measurements, hemoglobin/hematocrit values, blood lead values, immunization records for Infants and Children, and health conditions when referring their patients to Agency and/or when requested by Agency. MCP must also ensure that its Network Providers share with Agency all WIC Program documentation, including necessary CDPH WIC Program forms.

iv. MCP must collaborate with Agency to update referral processes and policies designed to address barriers and concerns related to referrals and delays in service delivery.

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

vi. Upon notification from MCP that a Member may be eligible for WIC Services, and in accordance with its normal practices and procedures governing WIC application and certification, Agency must conduct the applicable screening and assessments to determine whether the Member is eligible for WIC Services.

vii. Agency must provide MCP with information about WIC referral process(es), including referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to Agency. Agency must work with MCP, as necessary, to revise referral processes and address barriers and concerns related to referrals.

viii. Agency is responsible for the timely enrollment of, and follow-up with, Members eligible for WIC Services in accordance with the processing standards set forth in 7 Code of Federal Regulations Section 246.7(f) and California Code of Regulations, Title 22, Section 40675.

ix. As Agency is the payor of last resort, MCP and Agency must coordinate to ensure MCP understands Agency's processes and procedures for providing Members with therapeutic formula as appropriate. MCP must ensure its Network Providers are informed of and follow the requirements for assisting Members in obtaining therapeutic formula from Agency as appropriate. The following information must be included with the WIC referral after submitting a prior authorization (PA) to Medi-Cal Rx for provision of therapeutic formula, including submission of the following information with the referral: (1) a copy of the Medi-Cal Rx PA denial notification upon receipt from Medi-Cal Rx or an attestation from the Provider that the request has been submitted to and denied by Medi-Cal Rx, and (2) a completed WIC Medical Formula and Nutritionals Request Form or a prescription or hospital discharge papers that contain: the WIC Participant's first and last name, a qualifying medical diagnosis, the name of the therapeutic formula or medical nutritional, amount required per day, length of time prescribed in months, WIC authorized food restrictions (if applicable), the Network Provider's signature or signature stamp, contact information of the Network Provider who

wrote the medical documentation, and the date the Network Provider signed the medical documentation.

3. Agency must provide MCP with website link(s) or list(s) of current Agency office addresses and telephone numbers at the time of execution of this MOU and within a reasonable time after and no later than 30 Working Days of any changes.

Closed Loop Referrals. Effective July 1, 2025, MCP must comply with DHCS Closed-Loop Referral Implementation Guidance. For all referrals made to Enhanced Care Management (ECM), Community Supports, and future CLR-applicable services, MCP must implement procedures to track, support, and monitor referrals submitted by the County through referral closure. MCP must also adhere to requirements for notifying the County of the authorization status, referral loop closure reason and closure date within timeframes outlined in the guidance to support the County in their awareness of referral status and outcomes for Members referred to CLR services. The Parties will work together collaboratively to establish the means and methods for MCP notifications for CLRs. DHCS requires MCPs to use electronic methods to notify referring entities of a referral's status, not paper-based methods

7. 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 barriers Members face in accessing MCP's Covered Services and/or WIC Services at least quarterly.

iii. MCP must have policies and procedures in place to maintain collaboration with Agency and to identify strategies to monitor and assess the effectiveness of this MOU.

b. Population Health Management. In order for MCP to ensure Members have access to Medi-Cal for Kids and Teens benefits and perinatal services, MCP must coordinate with Agency as necessary. MCP must undertake such activities in accordance with the Medi-Cal Managed Care Contract, DHCS Population Health Management Program, and policy guidance, with a focus on high-risk populations such as Infants and Children with special needs and perinatal African Americans, Alaska Natives, and Pacific Islanders.

c. Maternity and Pediatric Care Coordination. MCP must implement processes to coordinate WIC Participant care between Agency and Network Providers in primary care; in obstetrics-gynecology; in pediatric care settings, with Network Providers and hospitals where WIC Participants deliver; and for WIC Participants transitioning from inpatient deliveries to outpatient postpartum and pediatric care settings. Agency is prohibited from charging costs associated with performing these activities to the WIC Program except to the extent that the costs are permissible under applicable federal authorities and the terms and conditions of Agency's local agreement with CDPH.

i. MCP must provide care management services for Members who are WIC Participants, as needed, including for high-risk pregnancies and Infants and Children with special needs, and engage Agency, as needed, in care management and care coordination.

ii. MCP must ensure that its Network Providers arrange for the lactation services, or any relevant services outlined in applicable DHCS policy letters, and all lactation support requirements outlined in the Medi-Cal Managed Care Contract and Policy Letter 98-

010, which includes breastfeeding promotion and counseling services as well as the provision of breast pumps and donor human milk for fragile Infants.

- iii. Agency may advise MCP when WIC Participants who are Members need lactation support services. MCP must arrange for breastfeeding peer counseling services.
- iv. MCP must assist Members, as necessary, with the referral process and relevant follow-up to ensure Members obtain therapeutic formula from the appropriate source in a timely manner.

8. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns such as barriers or issues related to referrals for therapeutic formulas, and communication with others within their organizations about such activities. [The Parties may agree to meet more frequently.] These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the Agency Responsible Person, Agency Liaison, and Agency executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

b. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by Agency, such as local county meetings, local community forums, and Agency engagements, to collaborate with Agency in equity strategy and wellness and prevention activities.

9. 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. MCP must document these QI activities in its policies and procedures.

10. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws, including but not limited to federal law governing the access, use, and disclosure of WIC Program information. Under federal law, confidential WIC Applicant and WIC Participant information is any information

about a WIC Applicant or WIC Participant, whether it is obtained from the WIC Applicant, WIC Participant, or another source, or generated as a result of a WIC application or WIC certification or participation, that individually identifies a WIC Applicant or WIC Participant and/or family member(s). WIC Applicant or WIC Participant information is confidential, regardless of the original source and exclusive of previously applicable confidentiality provided in accordance with other federal, State, or local law. (7 Code of Federal Regulations Section 246.26(d)(1)(i).) Agency's sharing of confidential WIC Applicant and WIC Participant information with MCP must comply with 7 Code of Federal Regulations Section 246.26.

a. **Data Exchange.** MCP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. Agency is encouraged to share the necessary minimum information and data to facilitate referrals and coordinate care under this MOU. Agency must secure appropriate written consent from WIC Participants and WIC Applicants on a form approved by CDPH before exchanging confidential WIC Participant and WIC Applicant information with MCP, and any exchange must comply with the requirements set forth in 7 Code of Federal Regulations Section 246.26(d)(4). The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which 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 are to be shared as agreed upon by the Parties as set forth in Exhibit J of this MOU, contingent on the receipt of Members' appropriate written consent. The Parties must annually review and, if appropriate, update Exhibit J of this MOU to facilitate sharing of information and data.

b. The Parties must enact policies and procedures to implement the following requirements with regard to information sharing:

i. The Parties must collaborate to implement data linkages to streamline the referral process from MCP or its Network Providers to Agency to reduce the administrative burden on Agency and to increase the number of Members enrolled in WIC.

ii. The data exchange process must consider how to facilitate the provision of the following information from MCP or its Network Providers: proof of pregnancy, height and weight of Infants at birth, pregnant individuals' pre-pregnancy height and weight, immunization history, wellness check information, social drivers of health information as agreed upon by the Parties, and any additional information agreed upon by the Parties.

iii. To the extent individual authorization is required, the Parties must obtain authorization to share and use information for the purposes contemplated in this MOU in a manner that complies with applicable laws and requirements.

c. **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).

11. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party 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. MCP must, and Agency should, document

the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated.

b. Disputes between MCP and Agency that cannot be resolved in a good faith attempt between the Parties within 15 Working Days of initiating such dispute must be forwarded by MCP to DHCS and may be forwarded by Agency to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government 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.

12. Equal Treatment.

a. Pursuant to 7 Code of Federal Regulations Section 246.3(b) and Title VI, 42 United States Code Section 2000d et seq., Agency 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 under the WIC Program. Nothing in this MOU is intended to benefit or prioritize Members over WIC Participants who are not Members.

b. Agency is prohibited from directing or recommending that an individual choose or refrain from choosing a specific MCP, and MCP is prohibited from directing or recommending that an individual choose or refrain from choosing a specific agency that provides WIC Services.

c. Agency is prohibited from making decisions intended to benefit or disadvantage a specific MCP, and MCP is prohibited from making decisions intended to benefit or disadvantage a specific agency that provides WIC Services.

13. . General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS 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 11 purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP 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 MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU 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 is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care 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 LHD 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 LHD 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, constitute 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.

Exhibit H. COUNTY-BASED TARGETED CASE MANAGEMENT

This Memorandum of Understanding (“MOU”) is entered into by Partnership HealthPlan of California (“MCP”) and the Sutter County Public Health Branch, (“LGA TCM Program”), effective as of date of execution (“Effective Date”). LGA TCM Program is a county program that delivers Targeted Case Management (“TCM”) services to limited federally approved target populations. TCM services encompassed in this MOU are distinct from TCM services provided as a component of Specialty Mental Health Services. LGA TCM Program, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP and who are or who may be eligible for TCM services encompassed in this MOU as part of a target population in the federally-approved TCM State Plan Amendments (“Members”) are able to access and/or receive services in a coordinated manner from MCP and LGA TCM Program; and

WHEREAS, the Parties desire to ensure that Members receive services available through LGA TCM Program in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

In consideration of the 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 (“DHCS”), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at .

a. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with LGA TCM Program, facilitate quarterly meetings in accordance with Section 8 of this MOU, and ensure MCP’s compliance with this MOU as described in Section 3 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. “MCP-TCM Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and LGA TCM Program as described in Section 4 of this MOU. The MCP-TCM Liaison must ensure the appropriate communication and care coordination are 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. “LGA TCM Program Responsible Person” means the person designated by LGA TCM Program to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 8 of this MOU, and ensure LGA TCM Program’s compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements

in LGA TCM Program practices.

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

e. "LGA TCM Program Services" means those services provided by LGA TCM Program that meet the requirements set forth in Cal. Code Regs. Tit. 22, Section 51351(a). TCM services include intensive case management and housing navigation services for homeless individuals at the County's 40-bed emergency shelter as well as case management services for individuals in permanent supportive housing units at Harmony Village.

2. Services Covered by This MOU. This MOU governs the coordination between LGA TCM Program and MCP for the delivery of care and services for Members who reside in LGA TCM Program's jurisdiction and may be eligible for services provided, made available, or arranged for by LGA TCM Program.

3. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Manager of Care Coordination, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with LGA TCM Program, as required by Section 8 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's compliance program policies;

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

iv. Ensure the appropriate levels of MCP 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 LGA TCM Program 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-TCM Liaison, the point of contact and liaison with LGA TCM Program. The MCP-TCM Liaison is listed in Exhibit A of this MOU. MCP must notify LGA TCM Program of any changes to the MCP-TCM Liaison in writing 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 that its Subcontractors, Downstream

Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

4. LGA TCM Program Obligations.

a. **Provision of Services.** LGA TCM Program is responsible for services that will assist Members in gaining access to needed medical, social, educational, or other services per Title 42 CFR Section 440.169 provided or made available by LGA TCM Program and applicable TCM State Plan Amendments, the TCM Provider Manual, Policy and Procedure Letters, and the Annual Participation Prerequisite (APP) submitted by LGA TCM Programs to DHCS.

b. **Oversight Responsibility.** The Public Health Branch Director is the designated LGA TCM Program Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing LGA TCM Program's compliance with this MOU. The LGA TCM Program Responsible Person(s) serves, or may designate a person to serve, as the designated LGA TCM Program Liaison, the point of contact and liaison with MCP. The LGA TCM Program Liaison is listed in Exhibit B of this MOU. LGA TCM Program must notify MCP of changes to the LGA TCM Program Liaison as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, such notice should be provided within five working days of the change.

c. **Assessments and Care Plans.** LGA TCM Program is responsible for conducting comprehensive assessments and periodic reassessments for LGA TCM Program-eligible Members, and for the development and revision of LGA TCM Program's Member care plans based on such assessments related to LGA TCM Program Services.

i. LGA TCM Program's Member assessments shall determine the need for any medical, educational, social, or other service.

ii. Based on the assessment, LGA TCM Program's Member care plans must specify the goals for providing LGA TCM Program's services to the eligible Member, and the services and actions necessary to address the Member's medical, social, educational, or other service needs.

iii. LGA TCM Program must share Member care plans for Members receiving LGA TCM Program Services with MCP upon MCP's request.

5. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services 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, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to 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 LGA TCM Program Services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational

materials related to accessing Covered Services, including for services provided by LGA TCM Program.

c. MCP must provide LGA TCM Program, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

6. Eligibility Screening and Referrals to LGA TCM Program and MCP. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to LGA TCM Program where LGA TCM Program offers services that are more intensive, extensive and specialized than what MCP offers its Members through Complex Care Management ("CCM"), other care management programs, or Community Supports. Members who meet Enhanced Care Management ("ECM") Population of Focus ("POF") criteria should be enrolled in ECM and may not be enrolled in ECM and LGA TCM Program at the same time (except as described in Section 6.f below).

a. LGA TCM Program must refer Members, including all Members eligible for ECM, to MCP for MCP's Covered Services, such as ECM, CCM, other care management programs, and any Community Supports that MCP offers for which Members may qualify.

b. The Parties must facilitate referrals to LGA TCM Program for LGA TCM Program-eligible Members who are ineligible for ECM (i.e., do not meet the ECM POF criteria) and who may potentially meet the criteria for LGA TCM Program Services. The Parties must ensure LGA TCM Program has procedures for accepting referrals from MCP or responding to referrals where LGA TCM Program cannot accept additional Members. MCP must refer Members using a patient-centered, shared decision-making process.

c. To the extent LGA TCM Program or the agency housing the TCM Program is a contracted ECM Provider, MCP is encouraged to contract with LGA TCM Program or the agency housing the TCM Program as an ECM Provider. If LGA TCM Program is an ECM Provider pursuant to a separate agreement between MCP and LGA TCM Program for ECM services, this MOU does not govern LGA TCM Program's provision of ECM services.

d. LGA TCM Program may continue providing LGA TCM Program Services to Members who are ineligible for ECM but remain eligible for LGA TCM Program Services.

e. MCP and LGA TCM Program must coordinate to ensure the non-duplication of Member services in LGA TCM Program and CCM, other care management programs and Community Supports as well as ensure the non-duplication of Member enrollment in LGA TCM Program and ECM (except as described in Section 6.f below). MCP must notify LGA TCM Program of any Members enrolled in CCM, other care management programs, Community Supports, and ECM on a timeline agreed to by both parties.

f. During the period from July 1, 2024, through June 30, 2025, Members who are receiving LGA TCM Program Services for (1) addressing a communicable disease or (2) the sole purpose of receiving home visiting programs to support the healthy development and well-being of children and families may be in both ECM and LGA TCM Program. The ECM Provider must remain primarily responsible for the overall coordination across the physical and behavioral health delivery systems and social supports. As of July 1, 2025, Members who fall under one of the two exceptions set forth above and meet ECM POF criteria should be enrolled in ECM and can no longer be enrolled in both ECM and LGA TCM Program Services.

g. For the small number of Members receiving both LGA TCM Program services and ECM services as of the July 1, 2024, policy change effective date, the Member may (1)

choose to remain enrolled in both programs until their care plan goals are achieved, (2) choose to transition care management entirely to their LGA TCM Program, or (3) choose to transition their care management entirely to the ECM Provider. MCP will remain responsible for ensuring non-duplication of services in these scenarios.

h. Closed Loop Referrals. By July 1, 2025, or later date as determined by DHCS, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,² DHCS All Plan Letter (“APL”) 22- 024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and LGA TCM Program comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

7. Coordination and Collaboration Between MCP and LGA TCM Program.

a. 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.

b. The Parties must discuss and address care coordination issues for specific Members or barriers to care coordination efforts at least quarterly.

c. MCP and LGA TCM Program must have policies and procedures in place to maintain collaboration and to identify strategies to monitor and assess the effectiveness of this MOU.

d. MCP must access and review the Monthly Plan Data Feed files in order to identify Members receiving LGA TCM Program Services and to coordinate with LGA TCM Program to ensure non-duplication of services.

e. For Members receiving LGA TCM Program Services, MCP must notify the Member’s Primary Care Provider (“PCP”) that the Member is receiving LGA TCM Program Services and will provide contact information for the Member’s PCP, ECM Provider, and any other MCP case manager to the LGA TCM Program Liaison.

f. MCP must provide to the LGA TCM Program Liaison and other LGA TCM Program staff, as provided by the LGA TCM Program Liaison, information (including name and date of birth) on Members receiving LGA TCM Program Services, as applicable, that identifies Members’ Medically Necessary social support needs relative to eligibility for LGA TCM Program Services.

8. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the LGA TCM Program Responsible Person and appropriate LGA TCM Program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP 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 LGA TCM Program, such as local county meetings, local community forums, and LGA TCM Program engagements, to collaborate with LGA TCM Program in equity strategy and wellness and prevention activities.

9. 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. MCP must document these QI activities in its policies and procedures.

10. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and LGA TCM Program is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which 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 J of this MOU. The Parties must annually review and, if appropriate, update Exhibit J of this MOU to facilitate sharing of information and data. For additional information see the CalAIM Data Sharing Authorization Guidance.

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 programming 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).

11. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party 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. MCP must, and LGA TCM Program should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and LGA TCM Program that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP or LGA TCM Program to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government 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.

12. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LGA TCM Program who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., LGA TCM Program 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 by LGA TCM Program. This Section 12 does not diminish the responsibility of LGA TCM Program and MCP to assure adequate administrative capacity, network capacity, and timely services to Members in accordance with existing standards.

13. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS 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 each other in the manner provided for herein.

d. **Delegation.** MCP 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, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU 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 is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Termination.** Either Party may terminate this MOU if (1) the MCP no longer provides services in the LGA TCM Program's jurisdiction or (2) the LGA TCM Program withdraws from the LGA TCM Program. The Parties must provide each other with prior written notice of such termination.

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

i. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between LGA TCM Program 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 LGA TCM Program 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.

j. **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, constitute one and the same instrument.

k. **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.

Exhibit I. CHILD WELFARE SERVICES

This Memorandum of Understanding (“MOU”) is entered into by Partnership HealthPlan (“MCP”) and Sutter County Children Services Branch, (“County”), effective as of date of execution (“Effective Date”). County, MCP, and MCP’s Subcontractor are referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal Members enrolled, or eligible to enroll, in MCP and who are County Child Welfare involved and/or receive foster care services (“Members”) are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive MCP and County services set forth in this MOU in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of the care coordination provided.

In consideration of the 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 Department of Health Care Services (“DHCS”), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. “County Child Welfare Services” means the services provided by the State’s program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services (“CDSS”), Children and Family Services Division.

b. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.

c. “MCP-County Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-County Liaison must ensure the appropriate communication and care coordination are 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’s compliance officer as appropriate.

d. “MCP Child Welfare Liaison” means the MCP’s designated individual(s) assigned to ensure the needs children and youth involved with child welfare are met as outlined in the Medi-Cal Managed Care Contract, DHCS All Plan Letters (“APL”s), or other similar instructions.

e. “County Responsible Person” means the person designated by County to oversee coordination and communication with MCP and ensure County’s compliance with this MOU as described in Section 5 of this MOU.

f. “County Liaison” means County’s designated point of contact responsible for acting as the liaison between County and MCP as described in Section 5 of this MOU. The County Liaison should ensure the appropriate communication and care coordination are ongoing

between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the County Responsible Person as appropriate.

2. Services Covered by This MOU. This MOU governs the coordination between County and MCP for the delivery of care and services for Members who are receiving County Child Welfare Services.

3. MCP Obligations.

a. Provision of Covered Services. MCP is responsible for authorizing Medically Necessary Covered Services, and for coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services for which they are eligible, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic and Treatment benefit) services.

i. MCP must provide and cover, or arrange for, as appropriate, all Medically Necessary Medi-Cal for Kids and Teens services, including Behavioral Health Treatment services.

ii. For Members currently receiving Specialty Mental Health Services ("SMHS") or enrolled in an existing care management program, such as California Wraparound, Full Service Partnership, or Health Care Program for Children in Foster Care ("HCPCFC"), if the Mental Health Plan ("MHP") for SMHS, a SMHS provider contracted to the MHP, or the care management program has contracted with MCP to be an Enhanced Care Management ("ECM") Provider, MCP must assign the Member to the MHP, SMHS provider contracted to the MHP, or existing care management program as the ECM Provider unless the Member (or parent, legal guardian, or caretaker) requests otherwise. If a Member is enrolled in more than one existing care management program and those programs are each contracted ECM Providers, MCP must assign the Member to the MHP or existing care management program that the Member identifies as the Member's preferred ECM Provider or, if necessary, another ECM Provider that has capacity to accept the Member. However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.

b. Oversight Responsibility. The Senior Manager of Child Welfare, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with the County Responsible Person and appropriate County program executives, 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. The 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's compliance program policies;

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

iv. Ensure the appropriate level of MCP leadership (e.g., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from 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 designate a person at MCP to serve, as the MCP-County Liaison, the point of contact and liaison between MCP and County to coordinate care for children and youth receiving County Child Welfare Services. The MCP-County Liaison is listed in Exhibit A of this MOU. As appropriate, the MCP-County Liaison must also serve as a family advocate. MCP must notify County of any changes to the MCP- County Liaison in writing 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. MCP must designate an individual(s) to serve as the MCP Child Welfare Liaison, to ensure the needs of children and youth involved with child welfare are met, in accordance with DHCS-issued standards and expectations for this role as set forth in the Medi-Cal Managed Care Contract, DHCS APLs", or other similar instructions. The MCP-County Liaison and the MCP Child Welfare Liaison roles may be assigned to the same designated individual.

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

e. MCP to operate in an advisory capacity to the AB2083 Team. MCP should be involved both on a case-level (as needed to plan access services – such as CFT's and systems-level in an advisory capacity to the AB2083 team.

[The Parties may agree to additional requirements such as:

- Background: Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018), Children and Youth System of Care (SOC), requires each county to develop and implement a MOU setting forth roles and responsibilities of agencies and other entities, such as regional centers, county offices of education, county child welfare, juvenile probation, and behavioral health agencies, that serve children and youth in foster care who have experienced severe trauma as outlined in the All County Letter No. 19-116/Behavioral Health Information Notice ("BHIN") 19- 053. The purpose of the AB 2083 MOU ("SOC MOU") is to ensure that children and youth in foster care receive coordinated, timely, and trauma-informed services. While AB 2083 focuses on children and youth in foster care who have experienced severe trauma, it reflects a priority to build a locally governed interagency or interdepartmental model on behalf of all children and youth across California who have similar needs and who interact with and are served by multiple agencies. These MOUs between County and other local entities that serve children in child welfare/foster care include California's Integrated Core Practice Model which establishes leadership behaviors and practices through which individuals and organizations must partner and collaborate with one another, and with children and families, to ensure an integrated approach to meeting the needs of children and families.

- MCP must collaborate with County to identify opportunities for coordination and alignment of this MOU with County's Interagency Leadership Team's efforts in implementing the SOC MOU to increase Members' ability to receive timely, coordinated care.

- County must include MCP as a party to its SOC MOU with local entities to ensure coordination between MCP, County, and local entities as necessary and applicable to ensure Members receive whole person care.]

4. County Obligations.

a. Provision of Services. County is responsible for delivering and coordinating County Child Welfare Services, which may include coordination with an ECM Provider to ensure timely and appropriate access to Member benefits and services beyond the scope of County program(s), including services provided or arranged for by County.

i. County Foster Care Public Health Nurses ("PHNs"), County- assigned probation officers, Community Health Workers, HCPCFC PHNs, child welfare case workers, and other county staff and/or secondary case managers, as applicable, should assist Members in accessing ECM, and, as appropriate, refer youth and children involved in child welfare to MCP for ECM.

b. Oversight Responsibility. The Children's Services Director [insert title], the designated County Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing compliance with this MOU. The County Responsible Person serves, or may designate a person to serve, as the designated County Liaison, the point of contact and liaison with MCP. The County Liaison is listed in Exhibit B of this MOU. County may designate one or more liaisons by program or service line. County must notify MCP of changes to the County Liaison as soon as reasonably practical but no later than the date of change.

[The Parties may agree to additional requirements such as:

- County must develop and implement MOU compliance policies and procedures, including oversight reports and mechanisms to address barriers to care coordination.

- The County Responsible Person must ensure training and education regarding MOU provisions are conducted annually for County's employees who carry out responsibilities under this MOU, as applicable.

- County must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services, including Medi-Cal for Kids and Teens services, for which they are eligible. County must refer Members to MCP for Medi-Cal for Kids and Teens services and other MCP Covered Services when indicated based on screening findings. If the child or youth indicates a need for mental health or substance use services, Member may be served by MCP and/or County's MHP in accordance with Section 8(d) of this MOU.]

5. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out MCP's responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out responsibilities under this MOU. The training must include information on MOU requirements, what services 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, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to all such persons or entities performing responsibilities under this MOU and to 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 County services to their Network Providers. [The Parties may agree to make this requirement mutual.]

b. In accordance with health education standards as required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by County. In addition, MCP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version of the APL.

c. MCP must provide County, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services, and any carved-out services, may be accessed, including during nonbusiness hours.

[The Parties may agree to additional requirements such as:

- The Parties must together develop training and education resources covering the services provided or arranged for by the Parties. The Parties must share their training and educational materials with each other to ensure the information in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and County policies and procedures, and with clinical practice standards.

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

- County must distribute MCP's current training and educational materials in a timely manner to support the County Liaison, County-assigned social workers, County behavioral health providers, HPCFC PHNs, Community Health Workers, County Health Education Specialists, and child welfare case workers in assisting Members with accessing Covered Services. The materials must include information on MCP's Covered Services, including nonemergency medical transportation and non-medical transportation; Community Supports; and/or other care management programs and services for which Members may qualify, such as ECM or Complex Care Management ("CCM").

- MCP and County must annually provide education to Members about the requirements and obligations set forth in this MOU.]

6. Referral Process.

Closed Loop Referrals. By July 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide, APL 22-024 or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and County comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

7. 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 planning and coordination issues or barriers to care coordination efforts at least quarterly [but can agree to more frequent meetings].

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

iv. MCP and County must collaborate to ensure that Members receiving County Child Welfare Services continue to receive all Medically Necessary Covered Services, including, without limitation, dental, behavioral, and developmental services, when they move to a new location or they transition or age out of receiving County foster care services.

v. MCP must have processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP for Members receiving County Child Welfare Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

vi. MCP's policies and procedures must include processes for coordinating with County to ensure Members receive ECM, CCM, and/or Community Supports and/or other case management services for which they may qualify.

vii. MCP must ensure Members' Medical Records are readily accessible and up to date for Members transitioning or aging out of receiving County foster care services.

[The Parties may agree additional requirements such as:

- The Parties must coordinate with the local Interagency Leadership Team to ensure the responsibilities of this MOU are carried out in alignment and coordination with County's SOC MOU as appropriate, to ensure Members receive timely, coordinated care.
- The Parties must coordinate to identify Members not receiving periodic preventive services in accordance with the American Academy of Pediatrics ("AAP") Bright Futures Periodicity Schedule using a data-informed methodology and develop a plan to help providers reach out to assigned Members who are not receiving periodic preventive services.
- The Parties must coordinate with county social services agencies for child welfare and Medi-Cal MCPs in other counties to support Members' utilization of Covered Services, especially evidence-based services that are specific to the needs of children who have experienced trauma.
- The Parties must implement mechanisms for implementing care coordination across multiple providers, including a shared comprehensive point of contact list or other mechanisms for supporting cross communication, and for coordinating with HCPCFC in particular, as applicable.]

b. Coordination of Medi-Cal for Kids and Teens Services.

i. Where MCP and County have overlapping responsibilities to coordinate services for Members under age 21, MCP must do the following:

1. Assess the Member's medical and/or behavioral health needs, or follow the Member's physician's or licensed behavioral health professional's recommendations, for Medi-Cal for Kids and Teens Medically Necessary Covered Services;

2. Determine what types of services (if any) are being provided by County, or other third-party programs or services;

3. Coordinate the provision of services with County to ensure that MCP and County are not providing or ensuring the provision of duplicative services and that the Member is receiving all Medically Necessary Medi-Cal for Kids and Teens services within 60

calendar days following the preventive screening or other visit identifying a need for treatment, whether or not the services are Covered Services under the Medi-Cal Managed Care Contract. All Medi-Cal for Kids and Teens services are Covered Services unless expressly excluded under the Medi-Cal Managed Care Contract;

4. Notify the appropriate child welfare case worker and HCPCFC PHN if the Member (or parent, legal guardian, or caregiver) when the Member refuses services or is unable to be reached to ensure County has information necessary to inform investigations, guide County placement decisions, and/or alert County staff to issues of safety or neglect; and

5. Notify the appropriate child welfare case worker and HCPCFC PHN at the assumption of care to ensure that the appropriate person is aware of all services being provided to the Member.

c. Care Coordination for Youth and Children In Foster Care.

i. MCP must implement policies and procedures to track Members receiving County Child Welfare Services by maintaining an up-to-date database of Members who are involved with child welfare and/or foster care as identified by the CDSS in collaboration with MCP.

ii. The MCP-County Liaison must oversee coordination of care for Members receiving County Child Welfare Services by:

1. Ensuring that each Member is assessed for medical and behavioral health needs;

2. Ensuring that each Member's needs as defined under Medi-Cal for Kids and Teens services have been met through the provision of a care plan and warm hand offs to appropriate Providers. If services are needed, the first encounter must occur without unnecessary delay and in accordance with clinical standards (e.g., AAP Bright Futures Periodicity Schedule, Advisory Committee on Immunization Practices vaccination schedule). This includes collaborating with Providers, foster caregivers, and HCPCFC PHN as necessary to ensure medical and dental exams are provided within 30 calendar days in accordance with the Child Welfare Services Manual Division 31.206.36;

3. Notifying group homes, Short Term Residential Therapeutic Programs, child welfare case worker, HCPCFC staff, and foster parents of Members regarding MCP and County services when a Member is placed outside MCP's Service Area;

4. Offering transportation information and resources, as needed, to Members, such as how Members can access non-emergency medical transportation for Medi-Cal services, which include, but are not limited to, appointments and medication, medical equipment, and supplies pickup;

5. Upon request by County or a Network Provider, facilitating scheduling of medical appointments and referrals for dental services for Members;

6. Informing Network Providers about the availability of benefits, including dental benefits, such as assisting Members with scheduling appointments, including behavioral health appointments, and arranging non-emergency medical transportation for Medi-Cal services; and

7. Upon request, providing information regarding the Member's Primary Care Physician ("PCP") or other Network Provider to County to assist with coordination of care.

iii. County should, when requested by Members (or Members' parent(s) or legal

guardian(s) and/or caregiver(s) of foster children), assist Members ages 0-21 years with scheduling appointments for medical services through their assigned PCP and/or alert MCP of barriers to Members' access to services.

d. Care Coordination for Specialty Mental Health Services for Youth and Children.

i. MCP and County must coordinate to ensure that Members receiving County Child Welfare Services are directly referred to County's MHP for an SMHS assessment pursuant to BHIN 21-073 if they, or an individual acting on their behalf, contacts the MCP access line or the MHP seeking help.

ii. MCP must ensure that Members are provided with all Medically Necessary Covered Services, as identified by the assessments and communicated to MCP, in a timely and coordinated manner and in accordance with DHCS APLs 22-005, 22-006, and 22-028 or other forthcoming instructions.

iii. The Parties must develop a process for coordinating care for Members receiving County Child Welfare Services who are eligible for or are concurrently receiving Non-Specialty Mental Health Services ("NSMHS") and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

iv. MCP must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access NSMHS and SMHS through multiple pathways and are not turned away based on which pathway they rely on, including but not limited to adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

8. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement activities, Quality Improvement outcomes, systemic and case-specific concerns, and communicating with others within their organizations about such activities. [Parties may agree to meet more frequently.] These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the County Responsible Person and appropriate County program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

b. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by County, such as local county meetings, local community forums, Child and Family Team Meetings, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities. This is to include AB 2083 SOC Local Interagency Leadership Team meetings to which MCP is invited by County to discuss aligning care coordination activities required by this MOU with County's efforts to coordinate care through SOC activities, wherever possible.

9. 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. MCP must document these QI activities in its policies and procedures.

10. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance related to sharing Members’ data and information, the Parties may reference the CalAIM Data Sharing Authorization Guidance.

a. **Data and/or Information Exchange.** MCP must, and County is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include sharing authorization documentation and Member demographic, contact, behavioral, and physical health information; CANS data; diagnoses; relevant physical assessments and screenings for adverse childhood experiences; medications prescribed; documentation of social or environmental needs identified; individual nursing service plan (“INSP”)/Case Plan; and known changes in condition that may adversely impact the Member’s health and/or welfare; and, if necessary, obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit J of this MOU. The Parties must annually review and, if appropriate, update Exhibit J of this MOU to facilitate sharing of information and data.

i. MCP must implement processes and procedures to ensure the Medical Records of those Members receiving County Child Welfare Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population’s complex needs remain met once Members are no longer involved with County Child Welfare and/or foster care.

ii. MCP must share the necessary information with County to ensure the County Liaison is made aware of Members who are enrolled in ECM and/or Community Supports and (i) are receiving County Child Welfare Services; (ii) have been involved with foster care in the past 12 months; (iii) are eligible for and/or enrolled in the Adoption Assistance Program;⁶ or (iv) have received Family Maintenance services in the past 12 months, in order to improve collaboration between County and ECM to help ensure Members have access to all available services.

iii. MCP must collaborate with County to develop processes and implement strategies to ensure their systems share data, and work together to improve outcomes that require collaboration across systems, including process measures (such as appropriate cross-sector attendance at Child and Family Teams Meetings), utilization measures (such as timely and appropriate access to Medi-Cal for Kids and Teens services for each Member),

and outcome measures (such as shorter intervals until placement stability, shorter time to reunification, social drivers of health disparity gap closure).

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 programming 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).

11. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party 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. MCP must, and County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to CDSS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government 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.

12. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., 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 by County.

13. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS 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 each other in the manner provided for herein.

d. **Delegation.** MCP 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, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU 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 is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care 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 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 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, constitute 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.

Exhibit J. Data Information and Exchange

1. Data Elements for Data Sharing Between County MHP/DMC and Partnership through the joint participation in a Health Information Exchange (HIE), the following data will be exchanged between the County 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 Outpatient Visits
20	SUD-Date of Outpatient or Intensive Outpatient Visit	Outpatient-Date of Visit

21	Outpatient or Intensive Outpatient -Office ID	Outpatient-Office ID
22	Outpatient or Intensive Outpatient -Office Name of Site	Outpatient-Office Name of Site
23	Outpatient or Intensive Outpatient -Office NPI	Outpatient-Office NPI
24	Outpatient or Intensive Outpatient - diagnosis codes	Outpatient-diagnosis codes
25	Outpatient or Intensive 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 or Residential-Facility name	IP-Hospital name
34	IP or Residential-NPI number	IP-NPI number
35	IP or Residential -Date of admission	IP-Date of admission
36	IP or Residential -Date of discharge	IP-Date of discharge
37	IP or Residential -Admission Diagnosis Codes	IP-Admission Diagnosis Codes
38	IP or Residential -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		Medi-Cal Aid code

2. Data Elements for Data Sharing Between In-Home Supportive Services (IHSS) and Partnership

a. MCP and County must share the following data elements:

- i. Member demographic information;
- ii. Behavioral and physical health information;
- iii. Diagnoses, progress notes, and assessments;
- iv. Medications prescribed;
- v. Laboratory results; and
- vi. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.

3. Data Elements for Data Sharing Between County LHD and Partnership

- a. MCP and LHD may share the following data elements:
 - i. Member demographic information;
 - ii. Behavioral, dental, and physical health information;
 - iii. Diagnoses, progress notes, and assessments;
 - iv. Medications prescribed;
 - v. Laboratory results; and
 - vi. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.
4. Data Elements for Data Sharing Between County WIC and Partnership. MCP and Agency must share the following data elements:
- i. Member demographic information;
 - ii. Behavioral and physical health information;
 - iii. Diagnoses, progress notes, and assessments;
 - iv. Medications prescribed;
 - v. Laboratory results; and
5. Data Elements for Data Sharing Between County LGA/TCM and Partnership
- a. MCP and LGA TCM Program may share the following data elements:
 - i. Member demographic information;
 - ii. Behavioral and physical health information;
 - iii. MEDS ID;
 - iv. LGA name;
 - v. Program type;
 - vi. Encounter number;
 - vii. Date of service;
 - viii. California ID number; and
 - ix. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.
6. Data Elements for Data Sharing Between Child Welfare Services (CWS) and Partnership
- a. MCP and County must share the following data elements:
 - i. Member demographic information;
 - ii. Behavioral and physical health information;
 - iii. Diagnoses, progress notes, and assessments;
 - iv. Medications prescribed;
 - v. Laboratory results; and
 - vi. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.
7. For Sections 1 through 6 above, the Parties may agree to additional data elements as needed to facilitate referrals and member coordination.