ATTACHMENT F:

LOCAL HEALTH DEPARTMENT MEMORANDUM OF UNDERSTANDING BETWEEN MOLINA HEALTHCARE OF CALIFORNIA, INC AND SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH

COVER PAGE

Memorandum of Understanding

between Molina Healthcare of California, Inc and San Bernardino County Department of Public Health

This Memorandum of Understanding ("MOU") is entered into by Molina Healthcare of California, Inc. ("MCP") and San Bernardino County Department of Public Health, a local health department ("LHD"), effective as of 09/01/2024. 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;

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; and

WHEREAS the Parties desire to improve health outcomes for Members through coordinated care.

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. "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 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 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 4 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 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 10 of this MOU, and ensure LHD'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 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 5 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 9 of this MOU, and should provide updates to the LHD Responsible Person as appropriate.

e. "Medically Necessary Covered Services" means "Health care services or products that a prudent physician would provide to a patient for the purpose of preventing, diagnosing or treating an illness, injury, disease or its symptoms in a manner that is: (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate in terms of type, frequency, extent, site, and duration; and (c) not primarily for the economic benefit of the health plans and purchasers or for the convenience of the patient, treating physician, or other health care provider

2. Term. This MOU is in effect as of the Effective Date and continues for a term of five (5) years or as amended in accordance with Section 17.f of this MOU.

3. 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.

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, such as dental benefits.

b. **Oversight Responsibility.** The VP, Healthcare Services, 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 10 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 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.

5. **LHD Obligations.**

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

b. **Oversight Responsibility.** The Assistant Director of the Department of Public Health, is 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.

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 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, and information on relevant MCP's Covered Services and benefits such as doula services, Community Health Worker services, dyadic services, and related referral processes for such services.[1]

7. 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 13.

iii. LHD should refer Members to MCP for any Community Supports services or additional care management programs for which they may qualify, such as

[1] Additional guidance available at All-Plan Letter ("APL") 22-016, APL 22-031, and APL 22-029.

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 who request assistance to MCP for Covered Services.

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

8. **Care Coordination and Collaboration.**

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the 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.

iv. **Population Health Management.** MCP must coordinate with LHD to ensure Member access to EPSDT benefits and perinatal services. MCP must undertake such activities in accordance with the Medi-Cal Managed Care Contract, DHCS Population Health Management Program, and policy guidance,[2] with a focus on high-risk populations such as Infants and Children with special needs and perinatal African Americans, Alaska Natives, and Pacific Islanders.

9. **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

[2] Ibid.

Necessary follow-up blood lead tests in accordance with CDPH requirements[3] 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.

10. 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.

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

[3] For more information see CDPH Childhood Lead Poisoning Prevention Branch, *Standard of Care on Screening for Childhood Lead Poisoning*, available at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/screen_regs_3.aspx

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.

11. 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.

12. 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.[4] 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.

13. 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, partner therapy, and/or treatment (as detailed in Exhibit L);
b. family planning services, including:
    i. health education and counseling
    ii. limited history and physical exam
    iii. laboratory tests if needed for decisions-making purposes for choice of contraceptives
    iv. follow-up care for complications from contraceptives
    v. provision of contraceptive pills, supplies, or devices
    vi. vasectomies
    vii. pregnancy testing and counseling

[4] CalAIM: Population Health Management Policy Guide (updated August 2023), available at: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-August-Update081723.pdf

viii. pap smears;

c. immunizations (as detailed in Exhibit N);
d. HIV testing, prevention, treatment, and counseling (as detailed in Exhibit K);
e. Hepatitis C testing, counseling, and treatment (as detailed in Exhibit M);
f. Refugee Health Services;
g. Tuberculosis (TB) testing, treatment (as detailed in Exhibit D); and direct observational therapy.
h. Timely post-exposure prophylaxis for reportable conditions (as detailed in Exhibit M).

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 C of this MOU.

14. 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 H of this MOU. The Parties must annually review and, if appropriate, update Exhibit H 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 7 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

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).

15. 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.

16. 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.

17. 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, 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, and/or LHD's local agency agreement with the California Department of Public Health (CDPH), 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 Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile,

PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

(Remainder of this page intentionally left blank)

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.

MCP CEO or Responsible Person

Signature: Abbie Ann Totten
Abbie Ann Totten (Aug 5, 2024 08:08 PDT)

Date: 08/05/24

Name: Abbie Totten
Title: Plan President
Notice Address: 200 Oceangate Ste 100
Long Beach, CA 90802

LHD Director or Responsible Person

Signature: Dawn Rowe

Date: AUG 20 2024

Name: Dawn Rowe
Title: Chair, Board of Supervisors
Notice Address: 451 E. Vanderbilt Wy.
San Bernardino, CA 92415

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

SAN BERNARDINO COUNTY, CA

Exhibits A and B.

Programs (e.g., California Children's Services)	Designated MCP Liaison	Designated LHD Program Liaison(s)
Local Health Department	Veronica Mones, Vice President, HCS Veronica.Mones@Molinahealthcare.com	Janki Patel, Assistant Director Janki.Patel@dph.sbcounty.gov
California Children Services	Marlene Grosch, Manager, HCS Marlene.Grosch@Molinahealthcare.com	Monique Amis, Division Chief FamilyHealth Services Monique.Amis@ dph.sbcounty.gov
Maternal Child and Adolescent Health	Mary Giammona, Medical Director Mary.Giammona@molinahealthcare.com	Monique Amis, Division Chief FamilyHealth Services Monique.Amis@ dph.sbcounty.gov
Women, Infants and Children	Gabriela Huerta, Supervisor, Care Management Gabriela.Huerta@molinahealthcare.com Brook Pilon, Supervisor, Care Management	Monique Amis, Division Chief Family Health Services Monique.Amis@ dph.sbcounty.gov
CLPPP	Gabriela Huerta, Supervisor, Care Management Gabriela.Huerta@molinahealthcare.com Brook Pilon, Supervisor, Care Management Brook.Pilon@Molinahealthcare.com	Supervising PHN CLPPP

Exhibit C. Non-Contracted LHD Services.

This Exhibit C 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.

a. 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.

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

ii. 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. Additional Immunization information is also found in Exhibit N.

b. Sexually Transmitted Infections ("STI") Services, Family Planning, and HIV Testing,treatment and Counseling. Further information is also found in Exhibits K and L. 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.

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

ii. 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.

iii. 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.

iv. 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. Further information is also found in Exhibit K.

c. Hepatitis C Screening, counseling, care coordination, and treatment.

d. Reimbursement. MCP must reimburse the aforementioned STI testing and treatment, family planning, and HIV testing, treatment, 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 D. 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.[5] The CDPH TB Risk Assessment Tools[6] 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,[7] and/or the American Thoracic Society ("ATS")[8] 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.

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[5] AAP, Red Book Report of the Committee on Infectious Diseases, 32nd Ed., available at: https://publications.aap.org/redbook/book/347/chapter/5748923/Introduction

[6] CDPH, TB Risk Assessment Tools, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Risk-Assessment.aspx

[7] California Tuberculosis Controllers Association ("CTCA"), Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/

[8] ATS/Infectious Diseases Society of America/CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children, available at: https://www.thoracic.org/statements/resources/tb-opi/diagnosis-of-tuberculosis-in-adults-and-children.PDF

iv. **LTBI Treatment.** MCP should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation[9] and CDC LTBI Treatment Guidelines[10], 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[11] known or suspected cases of active TB disease for any Member residing within San Bernardino County within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500. Additionally, Network Providers are to submit a discharge plan to the LHD for each member with TB to ensure proper care coordination after the member leaves the healthcare facility. This plan must also be provided to the LHD within 24 hours of the case identification.

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.[12]

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 without prior authorization, 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 every month until treatment is completed.

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

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[9] US Preventive Services Task Force, Screening for Latent Tuberculosis Infection in Adults (May 2, 2023): https://jamanetwork.com/journals/jama/fullarticle/2804319?utm_campaign=articlePDF&utm_medium=articlePDFlink&utm_source=articlePDF&utm_content=jama.2023.3954

[10] CTCA, Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/.

[11] CDPH, TB Confidential Morbidity Report, available at: https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph110b.pdf.

[12] Cal. Health & Safety Code Sections 121365 and 121367 grant local health officers with the authority to issue any orders deemed necessary to protect the public health which may include authorizing the removal to, detention in, or admission into, a health facility or other treatment facility.

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 within one week.

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,[13] 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,[14] 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.[15][16]

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.

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[13] CDPH/CTCA Guidelines for the Assessment of Tuberculosis Patient Infectiousness and Placement into High and Lower Risk Settings, available at: https://ctca.org/wp-content/uploads/2018/11/ctcaciguidelines117_2.pdf; CDPH TB Control Branch, Resources for Local Health Departments, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx

[14] Cal. Health & Safety Code Section 121350-121460 (standards for tuberculosis control).

[16] CDC, Latent Tuberculosis Infection Resources, available at: https://www.cdc.gov/tb/publications/ltbi/ltbiresources.htm#:~:text=CDC%20continues%20to%20recommend%203HP,acceptable%20drug%2Ddrug%20interactions%20with

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.

4. **Reimbursement.** MCP must reimburse LHD for tuberculosis (TB) screening, diagnosis, treatment, and care coordination services provided to Members, under the condition that LHD submits to MCP the proper billing information. This includes documentation of treatment records or, in instances where a Member refuses to release their medical records to MCP, documentation of such refusal.

SCOPE OF WORK: TUBERCULOSIS CONTROL SERVICES

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Reporting of Known or Suspected TB Cases	• DPH will provide technical assistance to plan providers and forms for the reporting of TB. • DPH will monitor provider's adherence with reporting requirements and inform MCP if problems arise.	• MCP providers will report known or suspected cases of TB to the DPH for any plan member residing within San Bernardino County within one day of identification.	
TB Treatment and Payment	• DPH will provide MCP with the most recent ATS/CDC recommendations on diagnosis, treatment, and control of TB. • DPH will provide diagnostic and treatment services of all active or potentially active (ATS TB3 and TB5) tuberculosis cases occurring in plan members. These outpatient services include physical examination, drug therapy, laboratory testing, HIV testing (unless the member ops-out), radiology	• MCP providers will utilize current California Tuberculosis Controllers Association (CTCA) and Centers for Disease Control and Prevention recommendations in the diagnostic evaluation of tuberculosis. • MCP providers will refer TB3 and TB5 tuberculosis cases to DPH within one day of identification for evaluation, treatment and follow-up. MCP will utilize a standard TB Referral Form,	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	and compliance related support services, including direct observed therapy. • DPH will provide TB diagnostic and treatment services to MCP Out of Network members without the need for prior authorization from their primary care provider. • DPH will coordinate the provision of TB treatment and related services with the member's primary care physician or other assigned clinical services provider. • DPH will coordinate the admission of MCP members being treated for TB for inpatient care. Acute care facilities will obtain DPH approval prior to hospital transfer or discharge of any member with known or suspected TB consistent with California Health and Safety Code, Section 121361 and 121362. Requests for hospital transfer or discharge will be reviewed by DPH within 24 hours of receipt of the request. • DPH will submit claims for reimbursement of directly observed	provided by DPH, to refer suspect or diagnosed TB member(s) for treatment services. • MCP providers to continue with all non-related TB health care for members in TB treatment with DPH. • If TB treatment is provided by MCP (for TB cases not meeting criteria for referral to DPH), plan providers must obtain sputum cultures from TB cases at least monthly until results are negative. • MCP will reimburse the DPH for treatment services specified in Attachment F per Section 2.03 of the MOU. • Directly observed therapy services (HCPCS code Z0318) are a non-covered service by MCP. • MCP will inform providers of their responsibility to get prior approval from DPH prior to hospital transfer or discharge of any member with known or suspected TB.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	therapy to the State Medi-Cal Program.		
Case Management of Suspected and Active TB Cases	• DPH will assign a TB case manager and notify the MCP designee. The TB case manager will be the primary DPH contact for coordination of care with MCP. Case management services provided by DPH include initial and ongoing assessment of TB transmission risk, member home visits for assessment, treatment and compliance services as needed, and investigation and follow-up of contacts. The TB case manager will respond to information requests in a timely manner. DPH will provide a monthly log of all MCP Members being managed by DPH. • DPH will refer members back to the MCP primary care physician for non-TB related health care.	• MCP will notify DPH of the case manager responsible for coordination of care for each diagnosed TB member. This person will be the primary MCP contact for coordination of care with DPH.	• Coordinate medical care for MCP members with active TB (ATS TB3 and TB5). • Maintain Plan member confidentiality.
Medical Record Management	• DPH will provide a written treatment plan to MCP's case manager upon request. This plan will include the prescribed drug therapy, routine laboratory (including periodic sputum	• The MCP case manager will provide DPH with any applicable and available test results or reports requested within 72 hours of request.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	smears and cultures) and radiological follow-up. The treatment plan and results will be updated and sent to MCP on a monthly basis upon request. Updates to the treatment plan will include medication in medication orders, adverse reactions to medications and member compliance information records, and any changes.		
Directly Observed Therapy	• DPH will provide MCP with current protocols and criteria regarding directly observed therapy for assurance of member compliance with treatment.	• MCP will share DOT protocols with its providers.	
Case Investigation	• DPH conducts case investigation activities for all suspect or confirmed TB cases.	• MCP agrees to cooperate with DPH's investigations, including the timely provision of medical records as needed.	
Contact Investigation and Treatment of Latent TB Infection (LTBI)	• DPH, is responsible for identifying, screening, and other follow-up investigation activities for contacts of suspected or confirmed active cases, and child (<3 years) tuberculin reactors. • DPH will provide MCP with written procedures and guidelines for examination of contacts and Latent TB Infection (LTBI).	• MCP will cooperate with DPH's contact and outbreak investigations. MCP providers will report within 72 hours results of tuberculin or Interferon Gamma Release Assay (IGRA) tests conducted as part of a DPH investigation. MCP will notify DPH when contacts of plan members are referred to DPH for examination.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	• DPH will provide field-based TB testing on MCP members as needed to assure proper evaluation. • DPH will collect and analyze data regarding TB incidence in the community, conduct epidemiology investigations of disease outbreak and share such information with MCP and its providers.		
Laboratory Services	• DPH will provide MCP with current laboratory reporting and isolate submission requirements.	• MCP and its providers will utilize laboratories that conform to all provisions of CCR. Title 17, Section 2505 and ATS and CDC guidelines. • Note: Page 1 states: "DPH will provide diagnostic and treatment services of all active or potentially active [TB] cases".	
X-Ray Services	• DPH to provide X-Rays services to any/all Out of Network members who present with an X-Ray order without prior authorization. The following exclusion may apply, No Weight Bearing or Stress View	• MCP to ensure DPH is listed as an approved Radiology location. • MCP to include DPH in training and compliance updates.	• MCP and DPH to coordinate training and compliance requirements for providers and radiologic technologists.

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	X-Rays • DPHto coordinate treatment with member's primary provider. • DPH to ensure compliance with all Radiology requirements		
Tuberculosis Screening	• DPH will provide MCP with current TB screening protocols. • DPH will refer Out of Network members back to the MCP primary care physician for positive screenings and TB related health care. • MCP will refer patients to DPH TB clinic for positive TB screenings.	• MCP will inform its providers of the requirement to utilize Mantoux skin testing to screen members for tuberculosis. Trained licensed personnel will administer, read and interpret the results of the skin test. IGRA (is the preferred practice) will be used instead of Mantoux skin tests. Established protocols must be followed. • MCP will screen plan members under 21 years of age for assessment of risk factors for developing TB. MCP will assess adult plan members for risks of developing TB as part of the initial health assessment required within 120 days of enrollment. TB testing will be offered to all individuals at increased risk for TB unless there is documentation of a	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
		prior TB test result or the presence of TB Disease. • MCP will inform its providers that children entering preschool/Head Start must have a TB test if they are assessed to be at risk for TB.	
Technical Assistance and Provider Training	• DPH will provide MCP with current standards, protocols and health education resources regarding the screening, treatment and control of TB.		• MCP and DPH will provide continuing education to its providers using these materials.

Exhibit E. Maternal Child and Adolescent Health.

This Exhibit E 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 Program to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to, the Black Infant Health Program, t, 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"),[17] 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 4 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[18] 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 5 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.

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[17] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf

[18] CDPH, Local MCAH Programs Policies and Procedures (updated May 2023), available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

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.[19]

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 within 15 Working Days of receiving a referral.

e. For referrals received from MCP, 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.[20]

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. Through LHD's current public-facing MCAH programs, 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 LHD led 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.[21]

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[19] CDPH, Local MCAH Programs Policies and Procedures, available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

[20] CDPH, Local MCAH Programs Policies and Procedures, available at https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

[21] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf

i. 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[22] and the CDC's ACIP child vaccination schedule[23], 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. As of the date of this agreement, there is currently no provision of EPSDT services through MCAH programs. EPSDT care coordination services through the Child Health and Disability Prevention (CHDP) program will terminate with the sunset of CHDP effective June 30, 2024.

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.

SCOPE OF SERVICES: CHILD AND ADOLESCENT HEALTH SERVICES

[22] AAP Periodicity Table available at: https://downloads.aap.org/AAP/PDF/periodicity_schedule.pdf

[23] CDC ACIP Child Vaccination Schedule available at: https://www.cdc.gov/vaccines/hcp/acip-recs/index.html

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)	• DPH will assist MCP in the development of protocols to be used by providers in delivering health assessments to MCP members under age 21.	• MCP and its providers are responsible for ensuring that all members under 21 years of age have access to, and receive, periodic health assessments in accordance with the most recent recommendations of the American Academy of Pediatrics. • MCP will provide for or arrange any medically necessary services identified through a required health assessment or episodic visit. Once request is submitted by provider diagnosis and treatment of any medical conditions identified through health assessments will be initiated within 60 days of identification of need (APL 19-010). • The protocols developed by MCP shall keep with the Bright Futures/American Academy of Pediatrics periodicity and the CCR Title 17. • MCP will notify its members in writing of the availability of health assessment services and how to access the services.	
Outreach and Community Education	• DPH will cooperate with MCP and share information relating to local resources and community outreach and	• MCP shall appoint a liaison to coordinate the plan's activities regarding services for children and adolescents under 21years of age.	• DPH and MCP shall appoint liaisons to jointly collaborate on the provision of child health services.

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	education activities targeting hard to reach populations or populations not utilizing preventative health services. • DPH shall appoint a liaison for coordination with MCP of local needs, activities and services related to children and adolescents.		
Data Collection and Reporting	• DPH will utilize an electronic health record system to collect clinical and quality improvement data to record and coordinate efficient care. This includes secure submission of electronic information with members and other clinicians. MCP will require its providers to report data on pediatric health assessments and findings through an electronic process and/or on the designated State form(s).	• MCP shall retain a record of completed electronic process and/or designated State forms for a minimum of ten years.	
Provider Education and Technical Assistance	• DPH is available to assist MCP in the development of a provider training program to inform providers of the requirements of pediatric health assessments.	• MCP will provide DPH, with a list of pediatric providers and update it as needed. • MCP shall participate with DPH in planning and implementation of provider and provider staff training and education.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Case Management	• DPH will provide dental care coordination to MCP members under age 21.	• MCP is responsible for primary case management of medical problems detected or suspected during a pediatric health assessment (including mental health) once notified by the provider • Members under age 21 will be referred to DPH for oral health care coordination. • On a monthly basis, MCP shall provide to DPH a list of members under the age of 21 years that are referred to the Department of Public Health for care coordination of oral health conditions. This list shall include member ID number, date of birth, CIN number, address, telephone number, service date, name of member's provider, an indication the member has new and/or existing dental issues requiring care coordination, or other data relevant to the member's care needs.	
Referrals	• DPH shall provide MCP with information on community resources and referral requirements for programs serving children and adolescents.	• MCP will inform its members under 21 and providers of available community resources and referral requirements. • MCP and its providers will refer eligible children to the Supplemental Nutrition Feeding Program for Women, Infants and Children (WIC).	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
		• Childhood Lead Poisoning Prevention Program referrals - Children will be routinely tested at 12 and 24 months of age. Children between the ages of 25-72 months will be screened once for venous blood lead level, if testing at 12 or 24 months was missed. MCP providers will refer all children with a blood lead level equal to or greater than 10 µg/dl to the Childhood Blood Lead Poisoning Prevention Program for follow up/case management services. The referral will be documented on the CHDP Care Coordination/Follow-up form (or its successor forms) and in the member's medical record.	
Quality Assessment and Improvement	• DPH will assist MCP in the development of standards and tools for the evaluation of MCP pediatric providers and determination of training needs. • DPH will inform MCP of current needs of at-risk pediatric populations residing in MCP's service areas based upon assessment of needs. • DPH will advise MCP staff of those	• MCP will participate in local community efforts to improve the health of children and adolescents, including participation in provider needs assessments, community advisory groups and other appropriate activities.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	providers serving both fee-for-service and MCP clients that are not in compliance with well-child services requirements regarding required health information and referral to well-child programs.		
Pediatric Immunization Services	• DPH will follow the immunization service processes documented in the Provider Manual. Reference MC_10C2: *Pediatric Preventative Services-Immunization Services*		

Exhibit F. California Children's Services.

This Exhibit F governs LHD's provision of the California Children's Services ("CCS") Program only to the extent that such services are provided by LHD. MCP and LHD will collaborate to coordinate care, conduct administrative activities, and exchange information required for the effective and seamless delivery of services to MCP's Members enrolled, or eligible to enroll, in the CCS Program. This Exhibit F does not apply to an LHD or MCP that operates the Whole Child Model ("WCM").

This Exhibit delineates the roles and responsibilities of MCP and LHD for coordinating care and ensuring the non-duplication of services for Members eligible for or enrolled in the CCS Program.

1. **Party Obligations.**
    a. **MCP Obligations.**
        i. MCP must ensure all Medically Necessary Covered Services related to the CCS condition are provided until a determination of CCS Program eligibility is made. MCP must continue to provide all Medically Necessary Covered Services to the Member if the CCS Program determines the referred Member is not eligible for the CCS Program and for services not provided through the CCS Program.
        ii. MCP must provide all Medically Necessary Covered Services not authorized by the CCS Program for CCS-enrolled Members, including, without limitation, Medi-Cal for Kids and Teens (previously known as EPSDT) services, pediatric preventive services, and immunizations unless determined to be medically contraindicated in accordance with the Medi-Cal Managed Care Contract and APL 23-005.
        iii. It is MCP's responsibility to provide case management (arranging PDN hours) in accordance with APL 20-012 and any superseding APL or other, similar guidance.
        iv. MCP must provide to the CCS Program, in a timely manner, all medical utilization and other clinical data necessary for the CCS Program to complete annual medical determinations and redeterminations, as well as other medical determinations, as needed, for CCS-eligible Members.
    b. **LHD Obligations.**
        i. LHD must ensure that its CCS Program authorizes and provides medical case management services for the medical conditions outlined and authorized in Cal. Code Regs. tit. 22 Sections 41410-41518.9 for Members who have CCS-covered conditions (referred to as "CCS-Eligible Condition(s)").[24]
        ii. LHD is responsible for making all CCS Program medical, financial, and residential eligibility determinations for potential CCS-eligible Members, including

[24] Covered conditions and regulations applicable to the CCS Program are described by CCS Numbered Letters ("NL") located on the CCS website, available at: https://www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx

responding to and tracking appeals relating to CCS Program eligibility determinations and annual redeterminations.

iii. LHD administers the California Children Services (CCS) Program for residents of San Bernardino County. The CCS Program provides for specialized medical care and rehabilitation for persons under age 21, with eligible physically handicapping conditions whose families are partially or wholly unable to pay for such services.

2. Training and Education.

a. The training and education that MCP is required to provide under Section 6 of this MOU must include information about LHD's CCS Program, how to refer Members to the CCS Program, and how to assist Members with accessing CCS Program services.

b. The training MCP is required to provide under Section 6 of this MOU must include:

i. Instructions on how to complete the appropriate baseline health assessments and diagnostic evaluations, which provide sufficient clinical detail to establish or raise a reasonable suspicion that a Member has a CCS-Eligible Condition;

ii. Instructions on how to refer Members with a suspected CCS-Eligible Condition on the same day the evaluation is completed, using methods accepted by LHD (the initial referral must be followed by the submission of supporting medical documentation sufficient to allow for CCS Program eligibility determination by LHD);

iii. A statement that the CCS Program reimburses only CCS-paneled providers and CCS-approved hospitals;

iv. A statement that the Network Provider must continue to provide all Medically Necessary Covered Services to the Member until the Member's CCS Program eligibility is confirmed;

v. Information on how to refer Members in LHD's CCS Program to community resources; and

vi. Information on how the PCP can assist with accessing CCS Program authorized services and can coordinate such services with other services Members may receive.

3. Referrals and Eligibility Determinations.

a. MCP Referrals. MCP is responsible for assisting Network Providers with identifying potentially CCS-eligible Members for whom there is diagnostic evidence that such Members have a CCS-Eligible Condition in accordance with Cal. Code Regs. tit. 22 Section 41515.1 and referring such Members to LHD to determine whether the Members are eligible for the CCS Program.

i. MCP must include with its Member referrals documentation of the Member's medical and residential information to enable LHD to make an eligibility determination for the CCS Program.

ii. MCP must refer, or assist Network Providers with referring, to LHD's CCS Program for CCS initial eligibility determinations a Member who:

1. Has a medical diagnosis, records, or history suggesting potential CCS-Eligible Condition(s) as outlined in the CCS medical eligibility regulations;
2. Presents at a hospital emergency room, a provider office, or another health care facility for a non-CCS condition, and for whom the medical evaluation identifies a potential CCS-Eligible Condition(s);
3. Is an infant with a potential CCS-Eligible Condition at the time of discharge from the neonatal intensive care unit (such Member must be assessed for eligibility and, if eligible, referred to the CCS Program's HRIF program); or
4. Has diagnostic evidence that the Member has a condition eligible for Medical Therapy Program services from the CCS Program's Medical Therapy Unit; or
5. May have a newly identified potential CCS-Eligible Condition(s) as determined by a Network Provider.[25]

iii. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual[26], LHD must ensure that within five calendar days from the receipt of a referral from MCP the CCS Program staff review the information provided and take one of the following actions:

1. Accept the referral as complete as defined in the CCS Program Administrative Case Management Manual Case Management Manual; or
2. Reject the referral as incomplete and forward a transmittal notice to MCP as required by the CCS Program Administrative Case Management Manual Case Management Manual.

b. LHD Eligibility Determination.

i. LHD must determine Members' medical, financial, and residential eligibility, initially and on an annual basis in accordance with Cal. Code Regs. tit. 22 Section 41515.1, for CCS-Eligible Conditions based on evaluation of documentation provided by MCP or by a CCS paneled provider.

ii. LHD must assist its CCS Program with obtaining, and may request from MCP, any additional information required (e.g., medical reports) to determine CCS Program eligibility.

iii. LHD must ensure its CCS Program informs the Member and their family (or designated legal caregiver) of the CCS eligibility determination.

iv. LHD must create and send the Notice of Action ("NOA") to a Member who is determined to be ineligible for or is denied CCS Program services. Each

[25] Additional information about the MTP is available at https://www.dhcs.ca.gov/services/ccs/Documents/CCS-NL-Whole-Child-Model-Revised.pdf

[26] CCS Program Administrative Case Management Manual: Chapter One, available at https://www.dhcs.ca.gov/services/ccs/Documents/CCSAdminCaseManManual.pdf

NOA must notify the Member of their ineligibility in accordance with Cal. Code Regs. tit. 22 Sections 42131 and 42132 and must refer the Member back to MCP, which remains responsible for providing the Medically Necessary Covered Services to correct or ameliorate Members' physical conditions and/or mental illnesses. If LHD receives a Member referral through an Inter-County Transfer, the CCS Program must complete applicable activities as set forth in the DHCS CCS Inter-county Transfer NL.

c. Enhanced Care Management Referrals.

i. If the CCS Program is not providing ECM services, the CCS Program should work with MCP to create a referral pathway for ECM for ECM-eligible Members.

ii. MCP must identify eligible Members for ECM through analysis of CCS Program enrollment and additional data available to MCPs, including utilizing Social Drivers of Health ("SDOH")-related ICD-10 Z-codes and identifying SDOH and high measures on adverse childhood experiences screenings.

iii. In cases where a Member is enrolled in the CCS Program and such CCS Program provider becomes a contracted ECM Provider, MCP must assign that Member to that CCS Program for ECM unless the Member or their parent, designated legal caregiver, or Authorized Representative prefers otherwise.

iv. If LHD's CCS Program is an ECM Provider, LHD's CCS Program must provide ECM services pursuant to that separate agreement between MCP and the CCS Program; this MOU does not govern the CCS Program's provision of ECM services.

4. Care Coordination and Collaboration.

a. Care Coordination.

i. MCP must coordinate with the CCS Program to ensure that Members enrolled in the CCS Program or eligible for CCS Program services receive all Medically Necessary Covered Services required for CCS-Eligible Condition(s) through the CCS Program and receive all Medically Necessary Covered Services that are not related to the CCS-Eligible Condition(s) through MCP.

ii. Until the Member's CCS eligibility is confirmed by the CCS Program and the CCS Program begins providing the Medically Necessary Covered Services for the CCS-Eligible Condition(s), MCP must continue to provide all Medically Necessary Covered Services for the CCS-Eligible Condition(s).

iii. Once the Member is enrolled in the CCS Program, the CCS Program is responsible for the Member's case management and care coordination for the CCS-Eligible Condition(s).

iv. MCP must develop and implement policies and procedures for coordination activities, joint case management, and communication requirements between the Member's PCP, specialty providers, hospitals, CCS providers, and CCS case manager(s).

v. MCP and LHD must have policies and procedures for coordination with LHD's CCS MTP to ensure appropriate access to MTP services and other services provided for the coordination of CCS Program services.

b. CCS HRIF Program. The CCS Program must coordinate and authorize HRIF services for eligible Members and must ensure access to, or arrange for the provision of, HRIF case management services.

c. PDN Case Management Responsibilities. MCP and LHD must coordinate the provision of case management services for Members who are receiving PDN services to ensure that Members receive case management services and that the Parties do not duplicate the services as set forth in APL 20-012, CCS NL 04-0520, and any superseding APL or other, similar guidance.[27]

i. If the CCS Program approves PDN services for CCS-eligible Members under the age of 21, the CCS Program is primarily responsible for providing case management to arrange for all approved PDN service hours to treat the CCS-Eligible Condition. When arranging for the CCS-eligible Members to receive authorized PDN services, the CCS Program must document all efforts to locate and collaborate with PDN service providers and MCP.

ii. If MCP approves PDN services for an eligible Member under the age of 21, MCP is primarily responsible for providing case management to arrange for the PDN service hours.

iii. MCP must, in collaboration with the CCS Program, continue to provide case management to Members receiving PDN authorized by the CCS Program, including, at the Member's request or the request of the Member's Authorized Representative, arranging for all approved PDN services.

d. Transportation Services.

i. CCS Maintenance and Transportation services related to CCS-Eligible Conditions are provided and covered by the CCS Program, as determined by the CCS Program and as resources allow, in accordance with Cal. Health & Safety Code Section 123840(j). MCP must communicate regularly with the CCS Program to ensure Members' needs are continuously met and must arrange for transportation for Members' Medi-Cal for Kids and Teens services when the Members' needs are not met in accordance with APL 22-008.

ii. Emergency Medical Transportation related to the CCS-Eligible Condition is the responsibility of the CCS Program.

iii. MCP must provide NEMT for all Medically Necessary Covered Services and pharmacy services, which may include services provided through the CCS Program, as outlined in the Medi-Cal Managed Care Contract and APL 22-008. MCP must refer and coordinate NEMT for services not covered under the Medi-Cal Managed Care Contract.

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[27] Additional information for PDN services is available in APL 20-012 at https://www.dhcs.ca.gov/services/Documents/APL-20-012.pdf.

iv. MCP and the CCS Program must establish policies and procedures for determining whether NEMT is provided pursuant to a CCS-Eligible Condition(s) and when such services must be paid for by the CCS Program or MCP.

v. If a Member requests NMT, MCP must authorize the NMT if necessary for the Member to obtain Medically Necessary Covered Services.

e. Emergency Services.

i. The CCS Program must coordinate with MCP for Members who need to be transferred to emergency services as set forth in NL10-0806 or any superseding NL, including:

1. Ensuring the CCS Program coordinates with the appropriate MCP-LHD Liaison confirm the suitable provision of emergency services related to trauma;

2. Requiring the CCS Program to notify the MCP-LHD Liaison as soon as possible of the need to transfer a CCS-eligible Member to the appropriate hospital; and

3. In the event families receive bills for services, contacting the provider to request they become a CCS-paneled provider and thus bill the CCS Program rather than the Member.

ii. The CCS Program must notify the MCP-LHD Liaison and DHCS if these efforts do not resolve the problem.

f. Continuity of Care for Transitioning Members.

i. MCP must maintain policies and procedures for identifying CCS-Eligible Members who are aging out of the CCS Program.

ii. MCP must follow the Continuity of Care requirements stated in APL 22-032 or any superseding APL.

iii. MCP must develop a care coordination plan to assist a Member with transitioning out of the CCS Program within 12 months prior to the Member's aging out, including:

1. Identifying the Member's CCS-Eligible Condition(s);

2. Planning for the needs of the Member to transition from the CCS Program;

3. Developing a communication plan with the Member in advance of the transition;

4. Identifying and coordinating primary care and specialty care providers appropriate for the Member's CCS-Eligible Condition(s); and

5. Continuing to assess the Member through the first 12 months after the Member's 21st birthday.

g. Major Organ Transplants.

i. To ensure the appropriate referral and care coordination for CCS-eligible or enrolled Members requiring a Major Organ Transplant ("MOT"), MCP and LHD must comply with guidance set forth in Blood, Tissue, and Solid Organ Transplants NL and APL 21-015 or any superseding NL and APL or other, similar guidance, and

MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract.

ii. MCP will not be required to pay for costs associated with transplants that qualify as a CCS-Eligible Condition if MCP does not participate in the WCM program.

iii. MCP must refer CCS-eligible Members to a CCS-approved Special Care Center for an evaluation within 72 hours of the Member's PCP or specialist identifying the CCS-eligible Member as a potential candidate for a MOT.

iv. If the Member is not eligible for the CCS Program, MCP must authorize a MOT if Medically Necessary.

h. Quarterly Meetings.

i. MCP must invite LHD Responsible Person and the LHD Program Liaison(s) for the CCS Program to attend the quarterly meetings with LHD, to discuss any needed improvements and address barriers to care coordination or referral processes. Other LHD CCS Program representatives may be permitted to participate in quarterly meetings.

ii. The CCS Program must designate a medical director or other designee to actively participate in MCP's quarterly meetings with LHD. The CCS Program medical director or designee must attend meetings and provide feedback and recommendations on clinical issues relating to CCS conditions and treatment authorization guidelines and must serve as a clinical advisor on other clinical issues relating to CCS conditions.

5. Data Information and Exchange.

a. MCP must timely provide the following information to the CCS Program: the necessary documentation, medical records, case notes, medical utilization information, clinical data, and reports to enable the CCS Program to conduct the Member's initial residential and medical eligibility determination for the CCS Program and to provide services to the Member for treatment of their CCS-Eligible Condition.

b. Each of the Parties must notify the other Party upon learning that a Member has lost Medi-Cal eligibility.

SCOPE OF SERVICES: CALIFORNIA CHILDREN SERVICES

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
General Responsibilities	• DPH administers the California Children Services (CCS) Program for residents of San Bernardino County. The CCS Program provides for specialized medical	• MCP is responsible for the provision of health care services for the community's Medi-Cal population under	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	care and rehabilitation for persons under age 21, with eligible physically handicapping conditions whose families are partially or wholly unable to pay for such services.	contract with the California Department of Healthcare Services. Under the terms of MCP's contract with the State, medical services for children eligible under the CCS Program are excluded from coverage by the Plan. The child remains enrolled in the Plan for health services including primary care and for needs unrelated to a CCS- eligible medical condition. • MCP will appoint a liaison to coordinate the plan's policies, procedures and activities regarding children with a potentially CCS-eligible medical condition and children referred to or covered by the CCS Program.	
Identification of Eligible Children and Referral to CCS		• MCP will develop procedures for identifying children with CCS eligible conditions and arrange for their timely referral to the CCS Program, following the CCS Chapter 2, Eligibility Criteria.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
		MCP will inform all providers of eligible conditions and referral process. • MCP will utilize the CCS Referral/Service Authorization Request (SAR) Form in making referrals to the CCS Program.	
Service Responsibility and Coordination	• DPH will determine medical and other eligibility for program services and will notify MCP, the referral source, and the family when a child is determined eligible. • Determination of medical eligibility by the CCS Program will be based upon the review of appropriate medical documentation and other evidence submitted with the CCS referral and request for services. • The DPH will assign a nurse liaison for children referred by MCP. • DPH will facilitate onsite eligibility determination and authorization at high volume hospitals, including assignment of personnel as available. • Upon determination of eligibility for the CCS Program, DPH will be responsible for case management (including prior authorization) of all services related to the	• MCP and its providers remain responsible for the total care of the enrolled child until the CCS Program eligibility is determined. • Once a member is determined CCS eligible, the Primary Care Provider is responsible for non-CCS conditions. • MCP will notify CCS of the assigned individual with primary case management responsibility for enrollees referred to or covered by the CCS Program. • MCP is responsible for the continued provision of case management of all services (primary care and specialty care) until eligibility has been established with the CCS Program. • MCP remains responsible for the continued provision of primary case management, coordination of	• The CCS Program has the sole authority to make CCS Program eligibility decisions.

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively

	CCS condition, including condition-related EPSDT supplemental services.
	• CCS case management includes but is not limited to:
	  • Determination of the most appropriate and accessible paneled provider(s) to provide care.
	  • Authorizations of medically necessary services for CCS eligible condition.
	  • Linkage and coordination of the child's care with the authorized provider(s) and agencies in the community.
		services, and health care services other than those required for the CCS condition, including EPSDT supplemental services.	

Record Sharing	• DPH will provide a courtesy copy of the CCS authorization on plan enrollees to MCP to facilitate coordination of care and avoid duplication of services, when the authorization is not available on the Provider Electronic Data Interchange (PEDI) system.	• MCP will implement procedures to ensure transfer of appropriate medical documentation from the primary care provider to the CCS Program.	
Authorization of Services	• The CCS Program has responsibility for authorization of services related to the CCS eligible condition upon determination of CCS eligibility. • CCS authorizes treatment and services to	• MCP and its providers have responsibility for authorization of services prior to the determination of CCS Program eligibility.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	appropriate State- approved CCS providers, facilities and special care centers. • Authorization by CCS for Neonatal Intensive Care Unit (NICU) services will be limited to Medi-Cal eligible infants who meet the CCS Program's NICU acuity criteria, and are in aCCS- approved NICU. CCS does not issue authorization for continuing NICU care for infants who no longer meet CCS NICU acuity criteria.		
Claim Submission and Audit		• Services authorized by the CCS Program are eligible for fee-for- service reimbursement from the State Medi-Cal Program. • Claims for authorized services will be submitted following the directions provided in the CCS section of the Medi-Cal Provider Manual. • MCP and its providers agree to submit CCS-authorized claims for review, verification and payment in compliance with CCS Program policies and procedures. This includes compliance with	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
		CCS Program policies on billing other third party carriers prior to claim submission.	
			•
Problem Resolution	• DPH will be represented by the appropriate DPH liaison for initial problem resolution.	• MCP will specify a liaison for problem resolution with the CCS Program.	• Both parties agree to meet, at a minimum, quarterly to ensure ongoing communication; to resolve operational and administrative problems; and identify policy issues needing resolution at the management level. • DPH and MCP agree to address problems or disagreements with regard to CCS Program eligibility, responsibility for services, and payments for treatment at the local level before referral of a disagreement to the State CCS Program or Medi-Cal Program.

Exhibit G.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Public Health (aka LHD) (hereinafter Covered Entity) and the Inland Empire Health Plan (aka MCP) (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.

2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.

3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.

4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.

5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.

9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.

10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

   BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

   If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

   i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

   ii. BA shall not use or disclose PHI for fundraising or marketing purposes.

iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

i. Provide CE's Office of Compliance with the following information to include but not limited to:

a) Date the Breach or suspected Breach occurred;

b) Date the Breach or suspected Breach was discovered;

c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;

d) Number of potentially affected Individual(s) with contact information; and

e) Description of how the Breach or suspected Breach allegedly occurred.

ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:

a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

b) The unauthorized person who had access to the PHI;

c) Whether the PHI was actually acquired or viewed; and

d) The extent to which the risk to PHI has been mitigated.

iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.

b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made

for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:

i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.

ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.

iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA

or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

EXHIBIT J. SCOPE OF SERVICES

PERINATAL SERVICES

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Outreach	• DPH shall inform MCP of outreach activities, including special education or outreach campaigns, directed towards hard to reach perinatal populations or populations at risk for problems such as late entry to prenatal care.	• MCP shall participate in the planning and implementation of such outreach as jointly agreed.	• MCP and DPH will work together in developing and implementing a joint health education and outreach program that would focus on promoting perinatal services. • MCP and DPH will also cooperate in the development of resources for perinatal providers.
Coordination of Perinatal Services	• DPH shall appoint a liaison for coordination with MCP of local needs, activities, and services related to women of childbearing age. • DPH will assist MCP in the development of standardized tools and protocols for assessing the risk status of women receiving obstetrical services. Areas of assessment will include nutrition, health education, and psychosocial. • DPH will assist MCP in the development of standardized intervention protocols for women assessed to be at risk for poor perinatal outcome in the areas of nutrition, health education and psychosocial. The protocols will include referrals to specialists	• MCP shall appoint a liaison to coordinate the plan activities regarding services for women of childbearing age. • MCP OB providers shall provide comprehensive initial and follow-up risk assessment in medical, nutrition, health education and psychosocial areas consistent with current standards for the Medi-Cal Program's Comprehensive Perinatal Services Program (CPSP). • MCP will provide current information to plan providers about CPSP services and encourage providers to become certified as State providers. • MCP shall inform members of childbearing age of the availability of CPSP services, how to access CPSP services,	• DPH and MCP shall appoint liaisons to jointly collaborate on the provision of perinatal services.

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	and appropriate resources. • DPH will assist MCP in the development of a standardized perinatal care plan form to be used by MCP providers in the provision of perinatal support services. • DPH will provide updated information to MCP about standards for CPSP services and provider certification standards. • DPH shall provide technical assistance to MCP. • DPH will assist MCP in conducting training of Plan providers on the requirements of the perinatal services, and the provision of perinatal services including use of assessment tools protocols and care plans. • DPH shall provide MCP with a list of current State certified CPSP providers in the County.	and that participation is voluntary. • MCP will provide DPH a list of obstetric providers and will notify DPH if new providers are enrolled or existing providers deleted.	
Referrals	• DPH shall provide MCP with information on community resources and referral requirements for programs serving women of childbearing age.	• MCP will inform its members and providers of available community resources and referral requirements. • MCP and its providers shall refer eligible women to the Supplemental Nutrition Program for Women, Infants and Children (WIC).	
Provider Education	• DPH shall provide MCP with educational resources for use with plan providers.		

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	• These resources may include educational materials, technical assistance in the development of educational materials, development and/or provision of provider training programs, and assistance with issues such as cultural competency.		
Quality Assessment and Improvement	• DPH will assist MCP in the development of standards and tools for the evaluation of MCP perinatal providers and determination of training needs. • DPH will assist with provider on-site visits to assess current levels of perinatal services. • DPH will participate in the review of provider data to identify needs of women and children and develop plans related to improvement of access to services. • DPH will inform MCP of current needs of high-risk perinatal populations residing in MCP's service areas based upon assessment of needs.	• MCP will encourage all obstetric and pediatric MCP providers not completing referrals with required *health* information to do so within agreed-upon time frames. • MCP will participate in local community efforts to improve the health of mothers and children.,	
Relationship with County Black Infant Health Program The Black Infant Health (BIH) Program is a program for pregnant, self-identified African American women, 18 years and older. The BIH Program is	The BIH Program will contact each person referred through the monthly line list, who resides in the BIH Program service area. The BIH Program will provide each person referred with information regarding services and	MCP will provide to the BIH Program a monthly line list of pregnant, African American women residing in San Bernardino County.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
administered by the DPH. The aim of the BIH Program is to improve health among African American mothers and babies and to reduce the Black: White disparities by empowering pregnant and mothering African American women to make healthy choices for themselves, their families and their communities.	resources provided by the BIH Program. The BIH program will collaborate with the MCP medical provider on behalf of MCP participants enrolled in the BIH Program.		

EXHIBIT K. SCOPE OF SERVICES

HUMAN IMMUNODEFICIENCY VIRUS SERVICES

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Guidelines		• MCP has established polices to address the areas highlighted by the State.	• MCP and the County's Director of Nursing and/or Nurse Educator to meet on a periodic basis to review current standards, develop protocols to address the needs of HIV infected members, and establish procedures for MCP-County joint training of providers. • During upcoming meetings with the Counties, our joint coordination efforts to implement these policies (see attached policies) will be established.
HIV Services and Payment	• DPH will provide confidential HIV counseling including HIV Pre-exposure prophylaxis visits, treatment, and testing services to include, Hepatitis C, Syphilis, GC/CTto MCP members presenting for service. Services will be provided without prior authorization from the plan, IPA, medical group, or primary care physician. • DPH will provide the first visit of HIV Specialty medical care to MCP adults without prior authorization from their primary care provider. Subsequent	• Individuals known to MCP who test HIV positive will be referred for assistance in the development of risk strategies, behavior modification support, etc. to their MCP primary care provider for initiation and coordination of care. • MCP will cooperate with and assist DPH to identify, educate, counsel, and test members who are sex and/or needle sharing partners of HIV positive Plan members.	• Reimbursements - - Claim submissions and payment shall be consistent with Term 7 of the General Agreement.

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	visits will be prior authorized. • DPH will provide HIV Specialty medical care to MCP members' age 0-21 years who meet the CCS eligibility criteria.		
Provider Education and Training		• MCP will ensure that network providers and relevant support staff are knowledgeable about their responsibilities to assess all members for risk factors for HIV infection and to appropriately counsel and offer routine HIV testing. • MCP is responsible for providing appropriate HIV information and training to their providers. • MCP will keep DHCS apprised of provider training meetings around HIV	• The Plan may request technical assistance, training and material related to HIV prevention, education, counseling, and testing from the DPH.

EXHIBIT L. SCOPE OF SERVICES

SEXUALLY TRANSMITTED DISEASES

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Guidelines for the Diagnosis and Treatment of Sexually Transmitted Diseases (STDs)	• DPH will provide MCP with updated guidelines.	• MCP will provide the STD Guidelines to plan providers in its Provider Manual and provide copy of manual to DPH.	• MCP providers and DPH will utilize current STD Guidelines from the U.S. Public Health Service in the diagnosis and treatment of sexually transmitted diseases including the use of the Expedited Partner Therapy when applicable.
STD Screening Services and Treatment	• DPH will evaluate, history and treatment of illness. • DPH will provide routine pelvic examination with PAP smears. • DPH will initiate STD screening and treatment for any/all Out of Network members who present with a STD symptom or diagnosis. This includes providing member with full course of treatment in its entity to ensure member 's condition is resolved, as needed • DPH to provide pregnant Out of Network members who present with an STD symptom and/or diagnosis with a full course of STD treatment in coordination with primary OB provider.	• MCP will provide training and review of protocols during regular training meetings with providers. • MCP providers will cooperate with DPH in the screening and treatment of plan members who are contacted with confirmed STD cases and will assist with compliance related activities concerning the treatment of members for STDs. • MCP will inform providers of the need to perform appropriate diagnostic procedures for Plan members being evaluated for STDs.	• MCP providers and DPH will follow the recommended screening protocols of the U.S. Public Health Services/U.S. Preventive Services Task Force in the screening of STDs.

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Reporting of STD Cases	• DPH will provide technical assistance to Plan providers and forms for the reporting of STDs. • DPH will monitor providers' adherence with reporting requirements and inform MCP if problems arise.	• MCP providers will report STD cases to DPH according to State mandates. • MCP will inform providers that negative action taken by the Medical Board of California or MCP may result for failing to report.	
Contact Investigations	DPH is responsible for conducting case contact investigations, including the assurance of appropriate treatment, when indicated.	• MCP providers will cooperate with DPH and provide information needed for case investigations involving members or contacts. • MCP will inform providers of the importance of the notification and treatment/management of sexual partner.	

EXHIBIT M. SCOPE OF SERVICES

OTHER COMMUNICABLE DISEASE CONTROL SERVICES

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Reporting Responsibility	• DPH will carry out State disease reporting requirements. • The local health officer is responsible for assuring the reporting, treatment, and follow-up of certain communicable diseases as specified by State regulations. • DPH will provide an updated list of reportable conditions to MCP on an annual basis. • DPH will provide technical assistance to Plan providers and forms for the reporting of communicable diseases. • DPH will monitor Plan provider's adherence with reporting requirements and inform MCP if problems arise.	• Inform providers to report communicable diseases according to State laws and regulations. Inform providers that failure to report communicable diseases can result in a citation and fine. • If informed by DPH or other sources that specific MCP providers are not complying with those State laws and regulations, MCP will take appropriate steps through its QM process and respond back to DPH in writing.	• DPH and MCP will train and update providers about reportable communicable diseases.
Case Investigations and Outbreak Control	• DPH will determine standards for the conduct of investigations and follow-up based on the disease and extent of threat to the health of the public. • DPH will exclude Plan members in sensitive work or other sensitive settings (e.g. Pre-school) until freedom from disease is documented. • DPH will investigate	• Inform its providers of their responsibility to report cases of communicable diseases per Title 17, Code of Regulations. • MCP will inform providers they can be cited and fined for failing to report. • MCP providers will provide access to medical records and other information to County staff during investigations,	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	suspect or confirmed cases of communicable diseases, including vaccine-preventable diseases.	consistent with applicable State and Federal laws. • If informed by DPH or other sources that specific MCP providers are not complying with those State laws and regulations, MCP will take appropriate steps through its QM process and respond back to DPH in writing. • If informed by DPH or other sources that specific MCP Providers are not completing Confidential Morbidity Reports per State Laws and Regulations, MCP will a) inform its Providers of the importance of including the Member's occupation on the Confidential Morbidity Report; and b) inform its Providers that Members who work in sensitive settings (food service, health care, day care, school, correctional facility, etc.) be excluded until cleared by DPH.	
Diagnosis Treatment and Payment	• DPH will notify MCP providers of appropriate diagnostic, treatment, and/or prophylaxis recommendations necessary for communicable disease control for both in and out of network patients. • DPH will monitor compliance by plan	• If informed by DPH or other sources that specific MCP providers are not providing appropriate diagnostic testing, treatment or prophylaxis for members, MCP will take appropriate steps through its QM	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	members and providers and notify MCP of specific providers who are not providing these services. • Medical treatment or prophylaxis will be provided by DPH if, in the judgment of the County Health Officer, the plan fails to assure appropriate diagnostic, treatment or prophylactic services. • Diagnostic, prophylactic, and treatment services provided by DPH to MCP members in response to a disease outbreak or a situation that is life threatening or represents a risk of significant morbidity, as determined by the County Health Officer, will be reimbursed by MCP subject to appropriate documentation. • DPH to provide specialty care Hep-C services in consultation with the primary provider. • Members presenting with an uncomplicated Hep-C condition will be treated and referred back to the primary provider for further follow-up; this includes Out of Network members. • Members presenting with a complicated Hep-C condition will be treated and referred back to the primary provider	Process. • If for any reason the member does not receive timely and appropriate care from MCP participating providers, DPH will provide such services and bill MCP	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Laboratory	• DPH will provide MCP with a laboratory reporting and isolate submission requirements.	MCP will inform its providers and their contracted laboratories to send specimens to the public health laboratory per current regulations.	

EXHIBIT N. SCOPE OF SERVICES

IMMUNIZATIONS

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Childhood Immunization Guidelines	• DPH will provide MCP updated guidelines from ACIP.	• Inform its providers of required ACIP standards.	• Utilize the most recent childhood immunization schedule approved by the Advisory Committee on Immunization Practices (ACIP) of the US Public Health Service.
Assessment of Immunization Rates	• Monitor immunization rates of the County population. • Provide MCP with annual reports of County immunization rates upon request, including data on subgroups.	• MCP will track immunization rates per HEDIS standards and may elect to contract for Comprehensive Clinic Assessments Software Application (CoCASA) audit services.	• Utilize Immunization rates to target subgroups for increased education and outreach to improve low immunization levels.
Provider, Staff and Member Education	• Assist MCP in provider training through provision of technical assistance, including materials and coordination of State or Federally sponsored in- service for clinical personnel. • Provide public education materials for targeted immunization outreach to MCP members. •	• Provide materials to its plan providers to support County- wide outreach efforts. • Educate members about immunization recommendations and benefits. • Encourage plan providers to participate in the CAIR.	• Train plan providers.
Vaccines for Children Program	• DPH may assist MCP regarding the Vaccines for Children Programs process. • Note: Providers sign up directly with VFC.	• Encourage providers to enroll in VFC program. • Assist providers participating in VFC to comply with all inventory, storage and reporting requirements.	
Vaccines for Out of Network Members	• DPH will provide ACIP recommended immunizations for	• MCP will inform its providers of required ACIP standards	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
	children and adults for Out of Network members. • DPH will serve in a consulting capacity related to any ACIP information.	• MCP will educate members about immunization recommendations and benefits • MCP will encourage plan providers to participate in CAIR2 • MCP will assist providers to enroll in the VFC Program.	

EXHIBIT O. SCOPE OF SERVICES

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
WIC Policies and Guidelines	• Act as a resource to MCP and plan providers regarding WIC policies and guidelines, program locations and hours of operation. • Provide MCP with a re- certification schedule for all categories of participants. • Inform MCP of federal WIC, requirements for program eligibility including biochemical and anthropometric measurements. • Distribute WIC referral forms 247A to MCP.	• Inform members of the availability of WIC services. • Providers will refer eligible members and document referral in member's medical record. • Inform its providers of the Federal WIC anthropometric and biochemical requirements for program eligibility enrollment and re-certification. • Providers will perform the hemoglobin or hematocrit test and height and weight measurements and document in member's EHR record, WIC referral or physician prescription pad. Providers will document other medical conditions or lab info if authorized by member. • Providers will complete section I and II of the WIC Pediatric Referral Form (PM 247A) for members requiring noncontract therapeutic formula. They will indicate qualifying diagnosis, amount /day and	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
		expected duration of the request for therapeutic formula which will be provided through an MCP contracted ancillary provider or pharmacy. • Providers will send a copy of the member's health assessment and any nutrition risk assessment to WIC once member consent is obtained to release information. • Follow-up on reported inappropriate and questionable nutrition/medical information or counseling given to WIC participants by MCP providers and provide a written response to WIC. • Provide WIC with provider lists quarterly or when updated lists are available.	
Provision of Services	• Administer the WIC program and provide services to eligible clients.	• MCP will provide therapeutic formulas as medically necessary through MCP contracted ancillary providers. Requires pre- authorization through UM.	
Case Management and Coordination	• Coordinate with MCP for the provision of prescribed therapeutic infant formulas to WIC participants with special needs.	• Coordinate provision of medically prescribed therapeutic formula for members participating in WIC with documented conditions.	

Task	San Bernardino County Department of Public Health (DPH)	MCP	Both organizations collaboratively
Provider Training	• Assist MCP in conducting provider training on WIC program services and federal regulations.	• Train plan providers on WIC services, referral requirements and federal regulations.	• Schedule joint training and outreach.
Quality Assessment and Improvement	• Inform MCP of collaborative meeting regarding QAIP issues.	• Appoint a liaison to work cooperatively with DPH on QAIP issues. • Provide assistance to DPH in updating WIC policies and guidelines as necessary.	• Conduct outreach efforts to under-served populations. • Collaborate on special projects (health, nutrition education, breastfeeding promotion, teen interventions) at the community and individual service level.