MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
AND
COUNTY OF HUMBOLDT

This Memorandum of Understanding ("MOU") is entered into by and between Partnership HealthPlan of California ("MCP") and the County of Humboldt, by and through its Department of Health and Human Services – Child Welfare Services, ("County") effective as of the last date of signature ("Effective Date"). County, MCP, and MCP's relevant Subcontractor and/or Downstream Subcontractor may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, County is mandated to provide family reunification, maintenance, and permanent placement to children and families through voluntary or involuntary Child Welfare Involvement; and

WHEREAS, Section 827 of the California Welfare and Institutions Code mandates the confidentiality of all records obtained, maintained, and received by Child Welfare Services; and

WHEREAS, the California Welfare and Institutions Code mandates parent retention of legal rights and decision making in all aspects of receiving County Child Welfare Services; and

WHEREAS, the Parties recognize that involvement in the child welfare system is time limited, and the lowest level of intervention will be sought, for the benefit of parents and family; and

WHEREAS, tribal liaisons will be determined by local tribes, either individually or collectively, for the purpose of this MOU; and

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

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

   A. "County Child Welfare Services" means the services provided by the State's program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services ("CDSS"), Children and Family Services Division. Any reference in this MOU to County applies to the Humboldt County Department of Health and Human Services – Child Welfare Services and no other department or agency of the County of Humboldt.

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

   C. "MCP-County Liaison" means the person designated by MCP to act as the liaison between MCP and County, ensure that appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU

and provide updates to the MCP Responsible Person and/or MCP's compliance officer as appropriate.

D. "MCP Child Welfare Liaison" means the person(s) designated by MCP to ensure the needs of children and youth involved in County's child welfare system are met as outlined in the Medi-Cal Managed Care Contract, DHCS All Plan Letters ("APL" s), or other similar instructions.

E. "County Responsible Person" means the person(s) designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section 5 of this MOU. If County experiences resource constraints that may impact its ability to fulfill obligations under this MOU, County shall promptly notify MCP to develop a mutually agreeable remediation plan.

F. "County Liaison" means the person(s) designated to act as the liaison between County and MCP as described in Section 5 of this MOU, ensure that appropriate communication and care coordination are ongoing between the Parties, collaborate and participate in quarterly meetings in accordance with Section 9 of this MOU and provide updates to County Responsible Person as appropriate. Activities of County Liaison shall be completed only to the extent County has the available staff resources to do so.

G. "MCP-Tribal Liaison" means the person(s) designated by MCP to work with each contracted and non-contracted Indian Health Care Provider in its service area, coordinate referrals and payment for services provided to American Indian MCP Members who are qualified to receive services from an Indian Health Care Provider as defined by All Plan Letter 24-002 or any subsequent guidance.

H. "Member" means the person(s) enrolled, or eligible to be enrolled, in MCP and are receiving foster care services, including, but not limited to, parents, guardians, children, non-minor dependents, and families voluntarily or involuntarily involved in County's child welfare system.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of one year and automatically renews annually unless amended in accordance with Section 14(f) of this MOU or notice of termination by one of the Parties in accordance with section 14(c) of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between County and MCP for the delivery of care and services for Members.

4. MCP Obligations.

A. Provision of Covered Services. MCP is responsible for authorizing Medically Necessary Covered Services, and for coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must ensure Members are provided with information regarding Covered Services for which they are eligible, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic and Treatment benefit) services and Medically Appropriate MCP covered services when indicated based on screening findings.

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

2. For Members currently receiving Specialty Mental Health Services ("SMHS") or enrolled in an existing care management program, such as California Wraparound, Full Service

Partnership, or Health Care Program for Children in Foster Care ("HCPCFC"), if the Mental Health Plan ("MHP") for SMHS, a SMHS provider contracted to the MHP, or the care management program has contracted with MCP to be an Enhanced Care Management ("ECM") Provider, MCP must assign the Member to the MHP, SMHS provider contracted to the MHP, or existing care management program as the ECM Provider, unless the Member, or parent, legal guardian or caretaker, requests otherwise.

3. If a Member is enrolled in more than one existing care management program and those programs are each contracted ECM Providers, MCP must assign the Member to the MHP or existing care management program that the Member identifies through the Child Family Team as the Member's preferred ECM Provider or, if necessary, another ECM Provider that has capacity to accept the Member.

4. MCP shall make a good faith effort to align its ECM network with County's network for child welfare services so that Members can receive services from a provider with whom they already have a trusted relationship. County will provide MCP a list of these providers.

5. Reporting to County that includes, referrals to/from ECMs and services rendered to all Members on a monthly basis.

B. Oversight Responsibility. The County Responsible Person and the designated MCP Responsible Person listed in Exhibit A of this MOU, shall be responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

1. Meet at least quarterly with the County Responsible Person and appropriate County program executives, as required by Section 9 of this MOU;

2. Report on MCP's compliance with this 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. MCP's compliance officer will provide a copy of this report to the County Responsible Person and County Liaison on an annual basis. The MCP Responsible Person, or a designee thereof, will provide dashboards to the County Responsible Person and County Liaison prior to the quarterly meetings;

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

4. Ensure the appropriate level of MCP leadership (*e.g.*, persons with decision-making authority) are involved in implementation and oversight of MOU engagements and ensure the appropriate levels of leadership from County are invited to participate in MOU engagements, as appropriate;

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

6. Serve, or designate a person at MCP to serve, as the MCP-County Liaison, the point of contact and liaison between MCP and County to coordinate care for children and youth

receiving County Child Welfare Services. The MCP-County Liaison is listed in Exhibit A of this MOU. As appropriate, the MCP-County Liaison will also serve as a family advocate. MCP must notify County of any changes to the MCP-County Liaison in writing as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

C. Child Welfare Liaison. MCP must designate an individual(s) to serve as the MCP Child Welfare Liaison, to ensure the needs of children and youth involved in County's child welfare system are met, in accordance with DHCS-issued standards and expectations for this role as set forth in the Medi-Cal Managed Care Contract, DHCS APLs or other similar instructions. The MCP-County Liaison and the MCP Child Welfare Liaison roles may be assigned to the same designated individual.

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

5. County Obligations.

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

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

C. Care Coordination. County shall implement mechanisms to identify barriers to care coordination for discussion with the MCP.

1. County shall ensure training and education regarding MOU provisions are provided to County's employees who carry out responsibilities under this MOU, as applicable.

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

6. Training and Education.

A. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out MCP's responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors and Downstream Subcontractors who assist MCP with carrying out responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these

responsibilities as of the Effective Date, MCP must provide this training within *45* Working Days after the Effective Date. Thereafter, MCP must provide this training prior to all such persons or entities performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County services to their Network Providers. In accordance with health education standards as required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including services provided by County. In addition, MCP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version thereof.

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

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

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

2. County may distribute MCP's current training and educational materials in a timely manner to support the County Liaison, and County-assigned social workers. The materials will include information on MCP's Covered Services, including nonemergency medical transportation and non-medical transportation; Community Supports; and/or other care management programs and services for which Members may qualify, such as ECM or Complex Care Management ("CCM").

7. Referral Process.

A. The MCP Child Welfare Liaison, the County Responsible Person and other County staff will collaboratively identify referral pathways for children and families involved in County's child welfare system in order to promote timely access to MCP covered services.

1. The Parties will collaborate in the development and implementation of a process to ensure that MCP and County establish a closed loop referral.

2. MCP and County will consult in the development of processes as appropriate for the following:

a. **Dedicated referral pathways.** MCP will provide dedicated referral pathways for ECM and Community Supports. Referrals may be submitted with a completed treatment authorization request and signed release of information through the following secure options:

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Mail: Partnership HealthPlan of California
Attention: Enhanced Health Services Department
4665 Business Center Drive
Fairfield, California 94534
Email: ECM@partnershiphp.org/CommunitySupports@partnershiphp.org;
Fax: (530) 351-9040;

b. **Non-specialty MH referrals.** MCP will ensure timely access to its non-specialty Mental Health Network that will accept referrals for children and parents and ensure appointments are provided. Should barriers arise to timely access, MCP and County will meet and confer.

c. **Referral reporting.** At the quarterly meetings, MCP will provide updates on the status of referrals received via a referral dashboard for Members receiving County Child Welfare Services, along with identified parents or caregivers.

8. Care Coordination and Collaboration.

A. Care Coordination.

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

2. The Parties will discuss and address individual care planning and coordination issues or barriers to care coordination efforts at least quarterly.

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

4. MCP and County will collaborate to ensure that Members receiving County Child Welfare Services continue to receive all Medically Necessary Covered Services, including, without limitation, dental, behavioral and developmental services, when they move to a new location or they transition or age out of receiving County foster care services. The Parties may co-develop guidelines and training to ensure continued services when Members move between counties.

5. MCP must have processes for ensuring the continuation of Basic Population Health Management1 and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP for Members receiving County Child Welfare Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

6. MCP's policies and procedures must include processes for coordinating with County to ensure eligible Members, including children, transition-aged foster youth, parents and caregivers, receive ECM, CCM, behavioral health, Community Supports and/or other case management services for which they may qualify and can help address social determinants of health.

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

8. The Parties will coordinate to identify Members not receiving periodic preventive services in accordance with the American Academy of Pediatrics ("AAP") Bright Futures Periodicity Schedule using a data-informed methodology and develop a plan to help providers reach out to assigned Members who are not receiving periodic preventive services.

9. The Parties will share guidelines and training for implementing care coordination across multiple providers, including a shared comprehensive point of contact list or other mechanisms for supporting cross communication, and for coordinating with HCPCFC in particular, as applicable.

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

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

   a. Confer with County on any existing or needed assessments and jointly determine the appropriate pathway to obtaining the information and follow the Member's physician's or licensed behavioral health professional's recommendations, for Medi-Cal for Kids and Teens Medically Necessary Covered services;

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

   c. Coordinate the provision of services with County to ensure that MCP and County are not providing duplicative services, and the Member is receiving all Medically Necessary Medi-Cal for Kids and Teens services within 60 calendar days following the preventive screening or other visit identifying a need for treatment, whether or not the services are Covered Services under the Medi-Cal Managed Care Contract. All Medi-Cal for Kids and Teens services are Covered Services unless expressly excluded under the Medi-Cal Managed Care Contract;

   d. Notify the appropriate child welfare social worker and HCPCFC public health nurse when the Member refuses services or is unable to be reached to ensure County has information necessary to inform investigations, guide County placement decisions and/or alert County staff to issues of safety or neglect; and

   e. Notify the appropriate child welfare social worker and HCPCFC public health nurse at the assumption of care to ensure that the appropriate person is aware of all services being provided to the Member.

C. Care Coordination for Youth and Children Involved in County's Child Welfare System and Their Families and Caregivers.

1. MCP must implement policies and procedures to track Members receiving County Child Welfare Services by maintaining an up-to-date database of Members who are involved in County's child welfare system, and/or foster care, as identified by CDSS in collaboration with MCP. MCP shall coordinate with County to identify and track any children and youth and their families served by County's Family Maintenance program, with or without court involvement, who are referred for services.

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

a. Ensuring that each Member is assessed for medical and behavioral health needs which may include conferring with County on any existing or needed assessments and jointly determine the appropriate pathway to obtaining the information;

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

c. Offering transportation information and resources, as needed, to Members, such as how Members can access non-emergency medical transportation for Medi-Cal services, which include, without limitation, appointments and medication, medical equipment and supplies pickup;

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

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

3. County may, when requested by Members, or Members' parent(s), legal guardian(s) and/or caregiver(s) of foster children, assist Members ages 0-21 years with scheduling appointments for medical services through their assigned social worker and/or alert MCP of barriers to Members' access to services.

D. Care Coordination for Specialty Mental Health Services and Substance Use Disorder Services for Youth and Children, Non-Minor Dependents, Enrolled Member Parents and Caregivers of youth and children involved in County's Child Welfare System.

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

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

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

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4. MCP must adopt a “no wrong door” referral process for Members and work collaboratively to ensure that Members may access NSMHS and SMHS through multiple pathways and are not turned away based on which pathway they rely on, including, without limitation, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

5. The Parties will share policies and procedures (or guidelines and education) for linking parents and/or caregivers who are also enrolled Members to Medi-Cal reimbursable court-ordered services, such as NSMHS. These policies and procedures, or guidelines and education, will also describe coordination around Medi-Cal services that can help prevent entry into County’s child welfare system, such as such as Community Health Workers, Community Supports, Enhanced Care Management, mental health and primary care.

9. Quarterly Meetings.

A. The Parties will meet quarterly, in order to address care coordination, Quality Improvement activities, Quality Improvement outcomes, systemic and case-specific concerns and communicating with others within their organizations about such activities. These meetings may be conducted virtually. The length of such meetings shall be mutually agreed upon by the Parties.

1. 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.

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

3. MCP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS and must provide copies of these updates to the County Liaison and/or County responsible person.

4. MCP and County will mutually agree upon data to be shared and tracked at the quarterly meetings to support quality improvement initiatives.

B. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by County, such as local meetings, local community forums, Child and Family Team Meetings, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

C. As stated in Section 4(e), County may invite MCP to participate in the appropriate AB 2083 System of Care meetings at the discretion of the local Interagency Leadership Team to discuss aligning care coordination activities wherever possible.

10. Quality Improvement. The MCP must develop Qualitative Improvement activities in partnership with County specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and Quality Improvement initiatives, including those to

prevent duplication of services, as well as reports that track referrals, Member engagement, service utilization, grievance data and Health Care Effectiveness Data and Information Set measures, as determined by the Managed Care Accountability Set per reporting year. MCP must document these Quality Improvement activities in policies and procedures. The Qualitative Improvements activities developed pursuant to the terms and conditions of this MOU shall document the mechanisms that will be used to assess whether this MOU is improving care coordination and whole-person care and evaluate whether this MOU is effective in achieving its goals. The Qualitative Improvement activities developed pursuant to the terms and conditions of this MOU do not need to meet the Quality Improvement regulations governing MCP and/or Quality Improvement regulations governing specific Third-Party Entities. Any data required from County to meet these requirements will be contingent upon the availability of such data from the Child Welfare Services Case Management System, or replacement case management system Child Welfare Services-California Automated Response and Engagement System, or other data provided by the State.

11. Data Sharing and Confidentiality. The Parties will implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties will share information in compliance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines, standards and contractual requirements, including, without limitation, the Health Insurance Portability and Accountability Act, and its implementing regulations, all as may be amended from time to time, and the CalAIM Data Sharing Authorization Guidance.

A. Data and/or Information Exchange. MCP must, and County is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties will have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include, without limitation: sharing authorization documentation and Member demographic, contact, behavioral and physical health information; CANS data; diagnoses; relevant physical assessments and screenings for adverse childhood experiences; medications prescribed; documentation of social or environmental needs identified; individual nursing service plan; Case Plan; known changes in condition that may adversely impact the Member's health and/or welfare; and, when required, obtaining Member consent. The minimum necessary information and data elements to be shared quarterly as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties will annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

1. MCP must implement processes and procedures to ensure the Medical Records of those Members receiving County Child Welfare Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population's complex needs remain met once Members are no longer involved in County's child welfare system.

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

3. MCP must collaborate with County to develop processes and implement strategies to ensure their systems share data, and work together to improve outcomes that require collaboration across systems, including, without limitation, process measures, including, but not limited to, appropriate cross-sector attendance at Child and Family Teams Meetings, utilization measures, including, but not limited to, timely and appropriate access to Medi-Cal for Kids and Teens services for each Member and outcome measures, including, but not limited to, shorter intervals until placement stability, shorter time to reunification and social drivers of health disparity gap closure.

4. Member authorization is not required to share basic information, including, without limitation, foster care status, caregiver names and placement information. Information requests beyond basic information, including, but not limited to, detailed case information and history, not listed within Exhibit C of this MOU require Member authorization. The Parties may agree to a standard consent form together to obtain Member authorization to share and use information for the purposes of treatment, payment and care coordination protected under Part 2 of Title 42 of the Code of Federal Regulations ("C.F.R."). Understanding that investigations of abuse and neglect often require medical records, County's release of information form shall be acceptable by MCP and subcontractor agencies. MCP shall make efforts to facilitate record releases to County within the mandated 30-day emergency referral investigation period.

    a. Any necessary changes to the data exchanged under Exhibit C may be made jointly by the Parties without a formal amendment to this MOU unless such changes materially impact the scope or objectives of this MOU. The determination of whether a change materially impacts the scope or objectives of this MOU shall be made jointly by the Parties, in good faith, and with due consideration to the original intent and purpose of this MOU. Any agreement between the Parties related to the necessary changes to the data exchanged under Exhibit C shall be confirmed via email by both Parties.

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

12. Dispute Resolution.

A. The Parties will agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of, or relating to, this MOU, the Parties will attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, County and MCP will continue without delay to carry out all their responsibilities under this MOU, including, without limitation, providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 30 Working Days of initiating such dispute, or such other time period as may be mutually agreed upon by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

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

C. Nothing in this MOU constitutes a waiver of any of the government claim filing requirements set forth in Division 3.6 of Title I of the California Government Code or otherwise set forth in any applicable local, state and/or federal laws, regulations, policies, procedures, standards or contractual requirements.

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

14. General.

A. MOU Posting. MCP will 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: delivered in person to the Notice Address; delivered by messenger or overnight delivery service to the Notice Address; sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

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

E. Annual Review. MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates or renewals of responsibilities and obligations set forth herein are required. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to County for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any modifications made thereto as a result of such annual review.

F. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. This MOU shall be reviewed on an annual basis, and as necessary upon issuance of new guidelines by the State, to determine the need to incorporate any changes pursuant to new policies issued by State agencies, MCP contract changes or for other factors deemed appropriate by MCP and County. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by any and all applicable local, state and federal laws, regulations, policies, procedures, standards and contractual requirements, or any applicable guidance issued by a State or federal oversight entity. This MOU may be terminated by either Party with ninety (90) days' written notice to the other Party, or immediately upon mutual written agreement of both Parties, or as otherwise required by any and all applicable local, state or federal laws, regulations, policies, procedures, standards and contractual requirements.

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

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

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

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

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

PARTNERSHIP HEALTHPLAN

By: _____ Date: _____
Sonja L. Bjork, Chief Executive Officer

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Mike Wilson, Chair
Humboldt County Board of Supervisors

Partnership Responsible Person
Shahrukh Chishty, Senior Manager of Child Welfare Programs
Behavioral Health Department
Partnership HealthPlan of California
4665 Business Center Drive, Fairfield, CA 94534
Phone: (707) 420-7830
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Partnership Child Welfare Liaison
Jennifer Forehand
2525 Airpark Drive
Redding, California 96001
530-782-1363
jforehand@partnershiphp.org

Partnership Child Welfare Liaison
Sr. Manager of Child Welfare Programs

County Responsible Person
Amanda Winstead, Child Welfare Services Director
2440 Sixth Street
Eureka, California 95501

County Responsible Person Designee
Cherie' vonSavoye, Child Welfare Services Deputy Director
2440 Sixth Street
Eureka, California 95501

County Liaison
Sheryl Lyons, Program Manager II
2440 Sixth Street
Eureka, California 95501

EXHIBIT C

Data Elements

1. County and MCP will work collaboratively within the first year of Effective Date of this MOU on sharing the following information in an agreed upon format:

A. County agrees to share minimum necessary information requests on an individualized basis about children, youth, parents or caregivers that goes beyond the foster care aid codes available to the MCP, in accordance with allowable data sharing procedures.

B. MCP agrees to share available medical information, including, without limitation, diagnoses, medications and utilization, on an individualized, and as-needed basis, with proper consent.

C. County and MCP will collaborate to identify data via dashboards on a quarterly basis for an agreed-upon child welfare population (at a minimum population with foster care/adoption aid codes).