LOCAL HEALTH DEPARTMENT MEMORANDUM OF UNDERSTANDING TEMPLATE

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Memorandum of Understanding

between Inland Empire Health Plan and San Bernardino County Department of Public Health for Local Health Department Services, including WIC Services

This Memorandum of Understanding ("MOU") is entered into by Inland Empire Health Plan ("MCP**"**) and San Bernardino County Department of Public Health, a local health department ("LHD") relating to a broad range of health services and Women, Infants, Children (WIC) services, effective as of date of last signature ("Effective Date"). MCP, and MCP's relevant Subcontractor and/or Downstream Subcontractor, and LHD may be referred to herein as a "Party" and collectively as "Parties."

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

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

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

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;

WHEREAS, the Parties understand and agree that to the extent that any data exchanged in furtherance of this MOU is protected health information ("PHI") or Personally Identifiable Information ("PII") derived from California Department of Public Health's ("CDPH") management information system for the Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC" or "WIC Program") or otherwise collected, created, maintained, stored, transmitted, or used by LHD pursuant to its local agency agreement with CDPH, LHD must comply with all applicable federal and state statutes and regulations governing confidential information for the WIC Program and any underlying CDPH/WIC agreement terms and conditions that impose restrictions on the access, use, and disclosure of WIC data; 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" [1]

[1] *https://policysearch.ama-assn.org/policyfinder/detail/H-320.953?uri=%2FAMADoc%2FHOD.xml-0-2625.xml*

f. "Care Coordination" means the organization of a patient's care across multiple providers. [2]

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

3. Services Covered by This MOU.

a. 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.

b. The WIC Program is authorized by Section 17 of the Child Nutrition Act of 1966, 42 United States Code Section 1786, and administered by CDPH. LHD is a local health department or non-profit organization that, pursuant to a local agency agreement with CDPH, certifies applicant eligibility for the WIC Program and provides WIC Program benefits to participants in LHD's service area.

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

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

e. This MOU governs to the coordination between LHD and MCP relating to the provision and delivery of Covered Services and WIC Services to Members.

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

[2] https://www.cms.gov/priorities/innovation/key-concepts/care-coordination#:~:text=Defining%20key%20terms%3A,(Healthcare.gov)

[defining participants as well as Pregnant Women, Postpartum Women, Breastfeeding Women, Infants, and Children for purposes of WIC Program participation].)

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

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

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 Senior Director, Population Health, 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 Persons must:

i. Meet at least quarterly with the LHD Responsible Person and LHD Program Liaisons, as required by Section 10 of this MOU;

ii. i. 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 (and CDPH) 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. **LHD Provision of Services.** LHD is responsible for services provided or made available by LHD.

b. **LHD 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.

c. **LHD Responsibility.** The Assistant Director of the Department of Public Health, or designee is the designated LHD Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing the LHD's compliance with this MOU. The LHD Responsible Person serves, or may designate a person to serve, as the designated LHD Liaison, the point of contact and liaison with MCP. The LHD Liaison is listed in Exhibit B of this MOU. LHD may designate a liaison by program or service line. LHD must notify MCP of changes to the LHD Liaison as soon as reasonably practical but no later than the date of change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within *60 Working Days.* of the Effective Date.

Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and 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 and related to accessing Covered Services and WIC Services provided by LHD including:

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

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

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.[3]

7. Referrals.

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

i. The Parties must facilitate referrals to the relevant LHD program(s) for Members who may potentially meet the criteria of the LHD program(s) and must ensure the LHD program(s) 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.

1. LHD should refer Members to MCP for any Community Supports services or additional care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if LHD is an ECM Provider pursuant to a separate agreement between MCP

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

and LHD for ECM services, this MOU does not govern LHD's provision of ECM services. When patient requests information about Covered Services, LHD should refer Members to MCP for Covered Services. .

iii. 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.

iv. LHD should refer Members to MCP for MCP's Covered Services, including any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if LHD is also 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.

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

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

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

Closed Loop Referrals. *The Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,[4] DHCS All-Plan Letter ("APL") 22-024 or any subsequent version of the APL, and as set forth by DHCS through an APL or other similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of closed loop referrals guidance.. The Parties must establish a system that tracks cross-system referrals and meets all requirements set forth by DHCS through an APL or other, similar guidance.*

8. Care Coordination and Collaboration

a. **LHD Care Coordination and Collaboration.**

i. **Care Coordination.**

[5] 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

1. 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.
2. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.
3. 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.

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

iii. Blood Lead Screening and Follow-up Testing.

1. 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.
2. 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.
3. MCP must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH requirements[5] 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.
4. 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.

[5] 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

5. 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.
6. 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.

iv. Case Management for Elevated Blood Lead Levels

1. 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.
2. 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.

b. **LHD Care Coordination and Collaboration**

i. Care Coordination.

1. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.
2. The Parties must discuss and address individual Care Coordination issues or barriers to care coordination efforts at least quarterly.
3. 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.

ii. **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,[6] with a focus on high-risk populations such as Infants and Children with special needs and perinatal African Americans, Alaska Natives, and Pacific Islanders.

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

1. MCP must provide care management services for Members who are WIC Participants, as needed, including for high-risk pregnancies and Infants and Children with special needs, and engage LHD, as needed, in care management and care coordination.
2. MCP must ensure that its Network Providers arrange for the lactation services, or any relevant services outlined in applicable DHCS policy letters, and all lactation support requirements outlined in the Medi-Cal Managed Care Contract and Policy Letter 98-010, which includes breastfeeding promotion and counseling services as well as the provision of breast pumps and donor human milk for fragile Infants.
3. LHD must advise MCP on the availability of breastfeeding Peer Counselors who are available to support WIC Participants. If LHD does not have available breastfeeding Peer Counselors for Members who are WIC Participants, MCP must arrange for a breastfeeding Peer Counselor to be provided by another provider or community support service.
4. MCP must identify and refer Members who require therapeutic formulas to Medi-Cal Rx for these products. If such formulas are denied by Medi-Cal Rx, MCP must refer these Members to LHD and promptly provide LHD with a copy of the Medi-Cal Rx denial notification.

[6] Ibid.

9. Quarterly Meetings.

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

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

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

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

b. **Local Representation.**

i. LHD. MCP, represented by the MCP-LHD Liaison, must participate, as appropriate, at meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and LHD engagements, to collaborate with LHD in equity strategy and wellness and prevention activities.

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

11. Population Needs Assessment ("PNA"). MCP will meet the PNA requirements by demonstrating meaningful participation in LHD's Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates ,.[7] 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.

[7] 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

12. **Non-Contracted LHD Services.** If LHD does not have a separate Network Provider Agreement with MCP and provides any of the following services as an out-of-network provider:
    a. sexually transmitted infection ("STI") screening, assessment, and/or treatment
    b. family planning services,
    c. immunizations; and
    d. HIV testing and counseling

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

13. **Data Sharing and Confidentiality**
    a. **LHD Data Sharing and Confidentially.** 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, which may include utilizing the CalHHS Data Exchange Framework (DxF) through Manifest Medex. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws including but not limited to federal law governing the access, use, and disclosure of WIC Program information. Under federal law, confidential WIC Applicant and WIC Participant information is any information about a WIC Applicant or WIC Participant, whether it is obtained from the WIC Applicant, WIC Participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies a WIC Applicant or WIC Participant and/or family member(s). WIC Applicant or WIC Participant information is confidential, regardless of the original source and exclusive of previously applicable confidentiality provided in accordance with other federal, State or local law. (7 Code of Federal Regulations Section 246.26(d)(1)(i).) LHD's sharing of confidential WIC Participant and WIC Applicant information with MCP must comply with 7 Code of Federal Regulations Section 246.26..
        i. **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. LHD must secure appropriate written consent from WIC Participants and WIC Applicants on a form approved by CDPH before exchanging confidential WIC Participant and WIC Applicant information with MCP and such sharing must comply with the requirements set forth in 7 Code of Federal Regulations Section 246.26(d)(4). 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.

1. 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.
2. 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 H.
3. The Parties must enact policies and procedures to implement the following with regard to information sharing:
    a. The Parties must collaborate to implement data linkages to streamline the referral process from MCP or its Network Providers to LHD to reduce the administrative burden on LHD and to increase the number of Members enrolled in WIC.
    b. The data exchange process must consider how to facilitate the provision of the following information from MCP or its Network Providers: proof of pregnancy, height and weight of Infants at birth, pregnant individual's pre-pregnancy height and weight, immunization history, wellness check information, social drivers of health information as agreed upon by the Parties, and any additional information agreed upon by the Parties.
    c. To the extent individual authorization is required, the Parties must obtain authorization to share and use information for the purposes contemplated in this

MOU in a manner that complies with applicable laws and requirements.

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

14. Dispute Resolution.

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

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

c. Disputes between MCP and LHD that cannot be resolved in a good faith attempt between the Parties within *15 Working Days* of initiating such dispute must be forwarded by MCP to DHCS and may be reported by LHD to CDPH. 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.

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

15. Equal Treatment.

a. LHD. 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.

b. LHD.

i. Pursuant to 7 Code of Federal Regulations Section 246.3(b) and 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 under the WIC Program. Nothing in this MOU is intended to benefit or prioritize Members over WIC Participants who are not Members.

ii. LHD is prohibited from directing or recommending that an individual choose or refrain from choosing a specific Medi-Cal managed care plan, and MCP is prohibited from directing or recommending that an individual choose or refrain from choosing a specific agency that provides WIC Services.

iii. LHD is prohibited from making decisions intended to benefit or disadvantage a specific Medi-Cal managed care plan, and MCP is prohibited from making decisions intended to benefit or disadvantage a specific agency that provides WIC Services.

16. General.

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

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

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

d. **Delegation.**

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

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

(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

By: _____
Takashi Wada, MD, MPH
Chief Medical Officer
Notice Address:
10801 Sixth Street
Rancho, Cucamonga, CA 91730

Date: _____

By: _____
Chair, IEHP Governing Board

Date: _____

Attest: _____
Secretary, IEHP Governing Board

Date: _____

Approved as to Form:

By:
_____
Anna W. Wang
Vice President, General
Counsel
Inland Empire Health Plan

Date:
_____

LHD Director or Responsible Person

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

Exhibit A: MCP Liaisons

Programs (e.g., California Children's Services)	Designated MCP Liaison
Local Health Department	Jane Cheng Senior Director, Population Health Jane.Cheng@iehp.org
California Children's Services	Heather Waters Director, Complex Children & Family Services Waters-H@iehp.org
Maternal Child and Adolescent Health	Heather Waters Director, Complex Children & Family Services Waters-H@iehp.org
Women, Infants and Children	Heather Waters Director, Complex Children & Family Services Waters-H@iehp.org

Exhibit B: LHD Liaisons

Programs (e.g., California Children's Services)	Designated LHD Program Liaison(s)
Local Health Department	Janki Patel, Assistant Director Janki.Patel@dph.sbcounty.gov
California Children Services	Shannon Bailey, Division Chief Shannon.Bailey@ dph.sbcounty.gov
Maternal Child and Adolescent Health	Monique Amis, Division Chief Family Health Services Monique.Amis@ dph.sbcounty.gov
Women, Infants and Children	Monique Amis, Division Chief Family Health Services Monique.Amis@ dph.sbcounty.gov

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.

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

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.

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

Exhibit 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.[8] The CDPH TB Risk Assessment Tools[9] 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,[10] and/or the American Thoracic Society ("ATS")[11] 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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[8] AAP, Red Book Report of the Committee on Infectious Diseases, 32nd Ed., available at: https://publications.aap.org/redbook/book/347/chapter/5748923/Introduction

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

[10] 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/

[11] 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[12] and CDC LTBI Treatment Guidelines[13], 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[14] 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.

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.[15]

c. **Active TB Disease Testing and Treatment.**

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

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

1. Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously produce sputum specimens to sputum induction or BAL, as needed.
2. Promptly submitting initial and updated treatment plans to LHD at least every month until treatment is completed.
3. Reporting to LHD when the patient does not respond to treatment or misses an appointment.
4. Promptly reporting drug susceptibility results to LHD and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by LHD within one week.

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[12] 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

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

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

[15] 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.

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,[16] 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,[17] 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.[18][19]
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. If no network provider is available to test and/or provide treatment within a timely fashion, patient can be seen by LHD without prior authorization.

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[16] 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

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

[19] 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.

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 and Perinatal Equity Initiative, the Adolescent Family Life Program, the California Home Visiting Program, the Sudden Infant Death Syndrome (SIDS) 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"),[20] 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[21] 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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[20] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf

[21] 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.[22]

d. LHD is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs in accordance with MCAH Programs' enrollment practices and procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs within 15 Working Days of receiving a referral. *[LHD should provide a definitive time period. If the definitive time period differs per MCAH Program, LHD should include the time period for each program.]*

e. LHD is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for and the availability of one or more MCAH Programs and coordinate with MCP and/or its Network Providers as necessary to enroll Members.[23]

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

3. Care Coordination and Collaboration.

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

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

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

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[22] 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

[23] 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

4. **Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services**.[24]

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[25] and the CDC's ACIP child vaccination schedule[26], 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. EPSDT care coordination services through the Child Health and Disability Prevention (CHDP) program terminated 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.

7. **Data Information and Exchange.** Refer to Exhibit H.

SCOPE OF SERVICES: CHILD AND ADOLESCENT HEALTH SERVICES

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

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

[26] 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)	IEHP	Both organizations collaboratively
Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)	• DPH will assist IEHP in the development of protocols to be used by providers in delivering health assessments to IEHP members under age 21.	• IEHP 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. • IEHP 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 23-005) . • The protocols developed by IEHP shall keep with the Bright Futures/American Academy of Pediatrics periodicity and the CCR Title 17. • IEHP will notify its members in writing of the available services to Members under the age of 21.	
Outreach and Community Education	• DPH will cooperate with IEHP and share information relating to local resources and community outreach and education activities	• IEHP shall appoint a liaison to coordinate the plan's activities regarding services for children and adolescents under 21years of age.	• DPH and IEHP shall appoint liaisons to jointly collaborate on the provision of child health services.

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
	targeting hard to reach populations or populations not utilizing preventative health services. • DPH shall appoint a liaison for coordination with IEHP 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. IEHP 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).	• IEHP 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 IEHP in the development of a provider training program to inform providers of the requirements of pediatric health assessments.	• IEHP will provide DPH, with a list of pediatric providers and update it as needed, upon request. • IEHP shall participate with DPH in planning and implementation of provider and provider staff training and education.	
Case Management	• DPH will provide dental care	• IEHP is responsible for case management of	

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
	coordination to IEHP members under age 21.	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. • Upon request, IEHP shall provide to DPH a list of members under the age of 21 years that are referred to 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 IEHP with information on community resources and referral requirements for programs serving children and adolescents.	• IEHP will inform its members under 21 and providers of available community resources and referral requirements. • IEHP and its providers will refer eligible children to the Supplemental Nutrition Feeding Program for Women, Infants and Children (WIC). • Children will be routinely tested at 12 and 24 months of age for Lead. Children	

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
		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.	
Quality Assessment and Improvement	• DPH will assist IEHP in the development of standards and tools for the evaluation of IEHP pediatric providers and determination of training needs. • DPH will inform IEHP of current needs of at-risk pediatric populations residing in IEHP's service areas based upon assessment of needs. • DPH will advise IEHP staff of those providers serving both fee-for-service and IEHP clients that are not in compliance with well-child services requirements regarding required health information and referral to well-child programs.	• IEHP 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.	
Pediatric Immunization Services	• DPH will follow the immunization service processes documented in the Provider Manual. Reference MC_10C2: *Pediatric Preventative Services-*	• IEHP will collaborate with improving compliance.	

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

[This Exhibit includes in brackets provisions to be included for Dependent Counties – those with total populations under 200,000 persons that may administer the CCS Program independently or jointly with DHCS pursuant to Cal. Health & Safety Code Section 123850(a) – that set forth additional roles and responsibilities in such counties.]

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)").[27]

ii. LHD is responsible for making all CCS Program medical, financial, and residential eligibility determinations for potential CCS-eligible Members, including 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.

[27] 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

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.[28]

iii. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual[29], 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.

[28] Additional information about the MTP is available at https://www.dhcs.ca.gov/services/ccs/Documents/CCS-NL-Whole-Child-Model-Revised.pdf
[29] CCS Program Administrative Case Management Manual: Chapter One, available at https://www.dhcs.ca.gov/services/ccs/Documents/CCSAdminCaseManManual.pdf

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 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.[30]

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.

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

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.

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)	IEHP	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 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.	• IEHP is responsible for the provision of health care services for the community's Medi-Cal population under contract with the California Department of Healthcare Services. Under the terms of IEHP'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. • IEHP 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		• IEHP will develop procedures for identifying children with CCS eligible	

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
		conditions and arrange for their timely referral to the CCS Program, following the CCS Chapter 2, Eligibility Criteria. IEHP will inform all providers of eligible conditions and referral process. • IEHP 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 IEHP, 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 IEHP. • 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	• IEHP and its providers remain responsible for the total care of the enrolled child until the CCS SAR is approved. • Once a member is determined CCS eligible, the Primary Care Provider is responsible for non-CCS conditions. • IEHP will notify CCS of the assigned individual with primary case management responsibility for enrollees referred to or covered by the CCS Program. • IEHP 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. • IEHP remains responsible for the continued provision of primary case management, coordination of services, and health care services other	• The CCS Program has the sole authority to make CCS Program eligibility decisions.

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

	responsible for case management (including prior authorization) of all services related to the 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.
		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 IEHP to facilitate coordination of care and avoid duplication of services, when the authorization is not available on the Provider Electronic Data Interchange (PEDI) system.	• IEHP 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	• IEHP and its providers have responsibility for authorization of	

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
	services related to the CCS eligible condition upon determination of CCS eligibility. • CCS authorizes treatment and services to 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 a CCS- approved NICU. CCS does not issue authorization for continuing NICU care for infants who no longer meet CCS NICU acuity criteria.	services prior to the determination of CCS Program eligibility.	
Claim Submission and Audit		• Claims for authorized services will be submitted following the directions provided in the CCS section of the Medi-Cal Provider Manual. • IEHP 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 CCS Program policies on billing other third party carriers prior to claim submission.	

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
Problem Resolution	• DPH will be represented by the appropriate DPH liaison for initial problem resolution.	• IEHP 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 IEHP 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. Collaboration, Outreach, and Community Integration

LHD and IEHP have complementary objectives to protect and promote the health of the general population. With a common interest in community health, LHD and IEHP seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized community efforts. The following Scope of Services delineate areas of understanding and agreement between LHD and IEHP:

a. Joint Programming
   i. IEHP and LHD shall work together in developing and implementing a joint health education and outreach program, including but not limited to the following focus areas:
      1. Comprehensive Perinatal Services Program (CPSP)
      2. Women, Infants and Children (WIC)
      3. Black Infant Health
      4. California Children's Services (CCS)
      5. Child and Adolescent Health Services
      6. Human Immunodeficiency Virus (HIV) Services
      7. Sexually Transmitted Diseases (STDs)
      8. Tuberculosis Control Services
      9. Chronic Disease
      10. Hepatitis-C
      11. Immunizations
      12. Breastfeeding
      13. Health Equity
      14. Other communicable disease control services

b. Collaboration, Outreach and Community Integration
   i. Both parties agree to collaborate and partner in outreach campaigns for hard-to-reach and/or at-risk populations.
   ii. Both parties commit to providing Member and community education to support community health objectives.
   iii. IEHP shall 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.

c. Liaisons
   i. Both parties agree to appoint liaisons to jointly collaborate on the provision of services and programs.

d. LHD Cross-Promotion
   i. As needed, IEHP shall inform Members of the availability of LHD programs and services, how to access LHD programs and services, and that participation in these programs and services is voluntary.
   ii. IEHP shall encourage Providers to refer Members to various LHD programs and services.

e. Training and Resources

i. Both parties agree to share mutually beneficial resources in the pursuit of community health objectives, including but not limited to, 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.
ii. Both parties agree to cooperate to share information relating to local resources and community outreach and education activities targeting hard to reach populations or populations not utilizing preventative health services.
iii. IEHP shall participate with LHD in planning and implementation of Provider and Provider staff training and education.

Exhibit H. Data Sharing

Through the joint partnership, Inland Empire Health Plan and Local Health Department will exchange data via secure data exchange processes. If additional data are required beyond data elements listed below, data exchanged will fall within the scope of this MOU.

- Member Demographics
    - Member Client Identification Number (CIN)
    - Member IEHP ID Number
    - Member First Name
    - Member Middle Name
    - Member Last Name
    - Social Security Number
    - Address(s)
    - Phone Number(s)
    - Date of Birth
    - Race/Ethnicity
    - Gender
- Primary and Specialty Providers
    - Provider Name
    - NPI Number
    - TIN
    - Address
    - Phone Number
    - Date and outcome of Provider visits
- Clinical
    - Medical, dental, and behavioral health data
    - Diagnoses
    - Lab results
    - Medications
    - Authorizations
    - Emergency Department and Hospital Data
    - Pharmacy data
    - Social Drivers of Health (SDOH)
    - Progress notes
    - Assessment data
    - Immunization records

EXHIBIT I. SCOPE OF SERVICES

PERINATAL SERVICES

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
Outreach	• DPH shall inform IEHP 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.	• IEHP shall participate in the planning and implementation of such outreach as jointly agreed.	• IEHP and DPH will work together in developing and implementing a joint health education and outreach program that would focus on promoting perinatal services. • IEHP 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 IEHP of local needs, activities, and services related to women of childbearing age. • DPH will assist IEHP 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 IEHP 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	• IEHP shall appoint a liaison to coordinate the plan activities regarding services for women of childbearing age. • IEHP OB providers shall provide comprehensive initial and follow-up risk assessment in medical, nutrition, health education and psychosocial areas consistent with current standards. • IEHP will provide DPH a list of obstetric providers and will notify DPH if new providers are enrolled or existing providers deleted, upon request.	• DPH and IEHP shall appoint liaisons to jointly collaborate on the provision of perinatal services.

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
	referrals to specialists and appropriate resources. • DPH will assist IEHP in the development of a standardized perinatal care plan form to be used by IEHP providers in the provision of perinatal support services. • DPH will provide updated information to IEHP about standards for CPSP services and provider certification standards. • DPH shall provide technical assistance to IEHP. • DPH will assist IEHP 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 IEHP with a list of current State certified CPSP providers in the County.		
Referrals	• DPH shall provide IEHP with information on community resources and referral requirements for programs serving women of childbearing age.	• IEHP will inform its members and providers of available community resources and referral requirements. • IEHP and its providers shall refer eligible women to the Supplemental Nutrition Program for Women, Infants and Children (WIC).	
Provider Education	• DPH shall provide IEHP with educational resources for use with plan providers.		

Task	San Bernardino County Department of Public Health (DPH)	IEHP	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 IEHP in the development of standards and tools for the evaluation of IEHP 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 IEHP of current needs of high-risk perinatal populations residing in IEHP's service areas based upon assessment of needs.	• IEHP 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	IEHP 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)	IEHP	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 IEHP medical provider on behalf of IEHP participants enrolled in the BIH Program.		

EXHIBIT J SCOPE OF SERVICES

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
WIC Policies and Guidelines	• Act as a resource to IEHP and plan providers regarding WIC policies and guidelines, program locations and hours of operation. • Provide IEHP with a re- certification schedule for all categories of participants. • Inform IEHP of federal WIC, requirements for program eligibility including biochemical and anthropometric measurements. • Distribute WIC referral forms 247A to IEHP.	• Inform Members of the availability of WIC services. • Providers will refer eligible members and document referral in Member's medical record. • • • 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 and requested by WIC. • Follow-up on reported inappropriate and questionable nutrition/medical information or counseling given to WIC participants by IEHP providers and provide a written response to WIC, upon request. • Provide WIC with provider lists quarterly or when updated lists are available, upon request.	
Provision of Services	• Administer the WIC program and provide services to eligible clients.	• IEHP will provide therapeutic formulas as medically necessary through IEHP contracted ancillary providers.	

Task	San Bernardino County Department of Public Health (DPH)	IEHP	Both organizations collaboratively
		Requires pre- authorization through UM.	
Case Management and Coordination	• Coordinate with IEHP for the provision of prescribed therapeutic infant formulas to WIC participants with special needs.	•	
Provider Training	• Assist IEHP 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 IEHP 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 requested.	• 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.