



Contract Number

19-596

SAP Number

N/A - Revenue

Department of Public Health

Department Contract Representative
Telephone Number

Lisa Ordaz, HS Contracts
(909) 388-0222

Contractor

Molina Healthcare of California
Partner Plan, Inc.

Contractor Representative
Telephone Number
Contract Term

Vivian Urquizu
(562) 435-3666
September 1, 2019 – August 31,
2022

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

\$150,000
N/A
\$150,000

Briefly describe the general nature of the contract:

Revenue Memorandum of Understanding (MOU) between the Department of Public Health (DPH) and Molina Healthcare of California Partner Plan, Inc. (Molina) to provide health care services to the community's Medi-Cal population. This MOU updates contract language delineates responsibilities of both DPH and Molina, including disease reporting requirements, service delivery arrangements, and method of reimbursement.

Services provided are reimbursable by Molina. Anticipated revenue is \$50,000 annually.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, County Counsel

Date 8/6/19

Reviewed for Contract Compliance

Jennifer Mulhall-Daudel, HS Contracts

Date 8/8/19

Reviewed/Approved by Department

Trudy Raymundo, Director

Date 8/6/19

MEMORANDUM OF UNDERSTANDING

BETWEEN

MOLINA HEALTHCARE OF CALIFORNIA PARTNER PLAN, INC.

AND

COUNTY OF SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH

FOR MEDICAL SERVICES

MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
1. DPH RESPONSIBILITIES.....	1
2. MOLINA RESPONSIBILITIES	3
3. JOINT OPERATING MEETINGS	3
4. QUALITY IMPROVEMENTS/QUALITY ASSURANCE (QI/QA).....	3
5. REIMBURSEMENTS	3
6. TERM.....	4
7. TERMINATION	4
8. HOLD HARMLESS	5
9. ACCESS TO BOOKS AND RECORDS	6
10. CONFIDENTIALITY	6
11. CONFIDENTIALITY AND RETURN OF INFORMATION	6
12. CONFLICT OF INTEREST.....	7
13. NONDISCRIMINATION.....	7
14. ASSIGNMENT	7
15. PUBLIC HEALTH DIRECTOR	7
16. HEALTH OFFICER	7
17. INDEPENDENT CAPACITY	7
18. HIPAA.....	8
19. ENTIRE AGREEMENT	8
20. EFFECT OF HEADINGS.....	8
21. COUNTERPARTS	8
22. ATTACHMENTS.....	8
23. MATRIX OF RESPONSIBILITIES.....	8
24. NOTICES	8
25. INVALIDITY OF SECTIONS OF MOU/ATTORNEY FEES.....	9
26. GOVERNING LAW	9
27. STATE POLICIES.....	9
28. AUTHORITY TO AMEND ATTACHMENT A	10
29. DISPUTES	10

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between Molina Healthcare of California Partner Plan, Inc. (hereinafter referred to as "MOLINA"), with its principal office located at 200 Oceangate, Suite 100, Long Beach, California 90802, and San Bernardino County Department of Public Health, a government agency, (hereinafter referred to as DPH) located at 351 North Mt. View Avenue, San Bernardino, California 92415-0010.

INTRODUCTION

DPH is charged by State law and the County Code with the protection of the health of the County's citizens. To fulfill this responsibility, DPH carries out a broad and comprehensive public health programs which include public health services mandated by the State of California, a substantial range of personal health services chosen as priority matters by the San Bernardino County Board of Supervisors, and a number of County-mandated regulatory services related to health.

Specific public health activities include control of Communicable Diseases, Epidemiology, Veterinary Services, the Public Health Laboratory, Child and Adolescent Health Programs, the California Children Services Program, Family Planning and Maternal Health Services, Nutrition services, including the Women, Infants and Children (WIC) Program, school health, control of chronic disease, public health nursing services, food protection, safe drinking water programs, housing and property improvement, vector control, waste management, animal care and control services, education programs, registration of vital events, and public health data collection and analysis.

MOLINA will be providing and arranging health care services for the community's Medi-Cal population and thus is also concerned with the community's health, especially as it relates to the most vulnerable populations. This MOU delineates areas of understanding and agreement between DPH and MOLINA.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **DPH RESPONSIBILITIES** - DPH will have the responsibilities of coordination and provision of specified services for MOLINA. DPH agrees to:
 - 1.1. Provide all services as outlined and specified in Attachment A, attached hereto and by this reference incorporated herein, for reimbursement as specified in Attachment A.
 - 1.2. Appoint a staff member as the primary liaison between DPH and MOLINA. Additional liaison personnel shall be appointed by DPH as needed to coordinate activities with MOLINA for services listed in Attachment A. Each party to this MOU shall provide to the other party the names and phone numbers of their administrative liaison staff. Liaison staff shall be sufficiently acquainted with the respective programs to provide meaningful information to the other party to address issues and concerns.
 - 1.3. Provide current information and technical assistance to MOLINA staff on DPH services and programs, including eligibility and/or recertification requirements, if any. Program-specific application, referral, or other forms, and educational

materials shall be provided as needed to facilitate operations under this MOU. Information on other available community resources for low-income persons shall be provided as needed.

- 1.4. Upon identification of a patient who appears income-eligible for the Medi-Cal Program, provide referral and other information regarding application for Medi-Cal coverage and available local networks of providers, services and benefits.
- 1.5. Excepting specific provisions in Attachment A, DPH will refer any MOLINA member accessing DPH services to their plan primary care provider for continuity of care and to support MOLINA's case management responsibilities.
- 1.6. DPH shall satisfy, throughout the term of this MOU, all credentialing and re-credentialing criteria established in compliance with regulatory requirements and MOLINA. DPH attests to compliance with the following credentialing and re-credentialing criteria:
 - 1.6.1. DPH accepts and agrees to credentialing responsibilities and requirements that comply with applicable State and Federal regulations and contract requirements.
 - 1.6.2. DPH adheres to Title 22 California Code of Regulations (CCR) and Title 42 Code of Federal Regulations (CFR) to verify and document that staff meet the qualifications for their positions and to provide specific services.
 - 1.6.3. DPH agrees to verify the credentials of all licensed employees through the appropriate State Board and obtain Fitness for Duty through personal attestation.
 - 1.6.4. DPH agrees to perform background checks through appropriate agencies, such as Federal and/or State Criminal Background Check(s), authorized Background Check agencies, and State Misconduct Registry or equivalent on all staff prior to hiring.
 - 1.6.5. DPH agrees to credentialing and privileging processes of licensees at hire and at least every twenty-four (24) months thereafter with ongoing processes for the evaluation of competency to practice, as needed.
 - 1.6.6. DPH agrees to ensure that each of the licensed staff practicing at the facility renews his/her License before it expires.
 - 1.6.7. DPH certifies that its facilities comply with all federal, state, and local handicapped access requirements as well as the standards required by the Americans with Disabilities Act.
 - 1.6.8. DPH consents and authorizes MOLINA to request, receive and inspect any and all records pertinent to credentialing purposes.
 - 1.6.9. DPH agrees to participate in and support the MOLINA'S quality improvement and utilization review programs.
 - 1.6.10. DPH shall immediately notify MOLINA of any change in the information submitted or relied upon by DPH Health Center/Clinic providers to achieve credentialed status.
 - 1.6.11. DPH shall immediately notify MOLINA of any change in the information submitted or relied upon by DPH Health Center/Clinic providers to achieve credentialed status.

2. **MOLINA RESPONSIBILITIES** - MOLINA will have the responsibilities of coordination of services provided by DPH and compliance with public health requirements. MOLINA agrees to:

- 2.1. Comply with all Federal, State and local public health laws and regulations, including the reporting of specific diseases and conditions and emergency medical services regulations.
- 2.2. Assure plan providers are informed of applicable Federal, State and local public health laws and regulations based on information provided by DPH regarding such laws and regulations.
- 2.3. Notify staff and providers of their responsibility to refer members, as appropriate and in compliance with Federal and State law, for services identified in Attachment A.
- 2.4. Reimburse DPH for specified services rendered by DPH to MOLINA members as defined in Attachment A.
- 2.5. Inform members of the availability of DPH services and referrals.
- 2.6. Appoint a staff member as the primary liaison between MOLINA and DPH. Additional liaison personnel will be appointed by MOLINA as needed to coordinate activities with DPH for services listed in Attachment A. Each party to this MOU shall provide to the other party the names and phone numbers of their administrative liaison staff. Liaison staff shall be sufficiently acquainted with the respective programs to provide meaningful information to the other party to address issues and concerns.
- 2.7. Disseminate to MOLINA providers information, forms and any educational materials provided by DPH regarding service programs and local community resources for low-income persons.
- 2.8. Coordinate with DPH in conducting outreach efforts, especially to underserved populations.

3. **JOINT OPERATIONS MEETINGS** - Quarterly meetings will be held between MOLINA and DPH to discuss ongoing operational needs and procedures, review changes in Federal, State, or local laws or regulations related to public health or Medicaid managed care, review any changes State requirements of Medi-Cal managed care plan contractors that are related to local health departments, and negotiate any resultant changes to this MOU. The MOU shall be reviewed in its entirety at a joint meeting between the parties at least once a year.

4. **QUALITY IMPROVEMENT/QUALITY ASSURANCE (QI/QA)**

- 4.1. DPH and MOLINA will work jointly on quality assessment activities as specified in Attachment A.
- 4.2. DPH will appoint a member to serve on the MOLINA Quality Improvement/Quality Assurance Committee.

- 4.3. MOLINA will appoint a member to serve on DPH or other County committees, (e.g. Fetal Infant Mortality Review) as appropriate and mutually agreed upon.
- 4.4. DPH will appoint a member to serve on MOLINA special project working groups or committees (e.g. Immunization Incentive Program) as appropriate and mutually agreed upon.
- 4.5. DPH and MOLINA will mutually define and agree upon outcome monitoring of specific identified populations enrolled with MOLINA (e.g. perinatal). Evaluation activities, including data analyses, will be jointly defined and conducted.

5. REIMBURSEMENTS

- 5.1. Basis for Reimbursement: MOLINA agrees to reimburse DPH for specified services rendered to plan members by DPH in accordance per applicable provider services included in Attachment A. All reimbursements shall be on a fee for service basis utilizing current Medi-Cal Program reimbursement rates.
- 5.2. DPH agrees to submit claims for reimbursement in accordance with MOLINA's claim submission procedures detailed in MOLINA'S Provider Manual [Claims and Encounter Data, Section 22, Claims], which is available at MOLINA's website: www.molinahealthcare.com.
- 5.3. Medical Record Management: DPH shall provide medical records to support claim submission and payment request consistent with current Federal and State laws and regulations governing confidentiality. Where permitted by law, DPH shall provide MOLINA clients presenting for service with a request to: 1) sign a release of confidential information to their MOLINA primary care physician, if known; or, 2) sign a release of billing and treatment information to be sent to MOLINA only that will not be shared with the client's provider. MOLINA members may choose not to sign a release of information. If a MOLINA member refuses the release of medical information, DPH shall submit documentation of such refusal with the claim for reimbursement. MOLINA will reimburse DPH without prior authorization for self-referral services under this MOU if the claim is accompanied by the Member's related treatment records or documentation of the Member's refusal to release medical records.
- 5.4. MOLINA shall provide in writing to DPH a description of claim submission procedures and MOLINA's provider claims appeal system including the process for mediating claim disputes in this MOU and shall provide updated information as needed.
- 5.5. MOLINA shall assure the timely reimbursement of DPH including payment of a claim within forty-five (45) days of receipt by MOLINA of all necessary documentation as defined in MOLINA's written claim submission procedures. MOLINA shall notify DPH of any claim that is incomplete or contested within forty-five (45) days of receipt by MOLINA of the claim.
- 5.6. In the event of termination of this MOU, DPH shall only be entitled to reimbursement for services provided in accordance with this MOU prior to the effective date of termination.

- 5.7. DPH shall submit claims to MOLINA within six months of the date of service (DOS) for reimbursement. Claims received after six (6) months will not be reimbursed.

6. TERM

- 6.1. This MOU shall commence on September 1, 2019 and shall remain in effect for a three year period, and renew annually for two (2) additional one-year periods, unless terminated as specified in Section 7. The maximum term of the contract shall not exceed five years.
- 6.2. It is mutually agreed and understood that the obligation of MOLINA is limited by and contingent upon the availability of State and Federal funding for the Medi-Cal Managed Care Plan. In the event that such funds are not forthcoming for any reason, MOLINA shall immediately notify DPH in writing. This MOU shall be deemed terminated and of no further force and effect immediately upon MOLINA's notification to DPH of no funding. In the event of such termination, DPH shall be entitled to reimbursement of costs for services rendered as per the applicable provider and specialty services agreements.

7. TERMINATION

- 7.1. This MOU may be terminated by either party without cause, by giving at least sixty (60) days written notice, and may be terminated for cause by either party by giving ten (10) days written notice of intention to terminate.
- 7.2. DPH shall notify MOLINA in writing when, in the judgment of the Health Officer, an action or lack of action by a MOLINA provider is inconsistent with the health of the public. MOLINA shall, after appropriate review and investigation, provide a written response within 21 days, including corrective action, to DPH. A lack of response or any corrective action insufficient to assure protection of the public health, in the judgment of the Health Officer, shall be cause for termination of this MOU by the Public Health Director.
- 7.3. The termination of the Medi-Cal managed care contract between DHCS and MOLINA shall be cause for termination of this MOU by MOLINA.
- 7.4. DPH shall notify the DHCS in the event this MOU is terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached.

8. HOLD HARMLESS

- 8.1. DPH agrees to indemnify and hold harmless MOLINA and its authorized officers, employees and agents from claims, action, losses, damages, and liability arising from DPH's acts, errors, or omissions and for any costs or expenses incurred by MOLINA on account of any claim therefore, except where such indemnification is prohibited by law.
- 8.2. MOLINA agrees to indemnify and hold harmless DPH and its authorized officers, employees, and agents from claims, action, losses, damages, and liability arising from MOLINA's acts, errors, or omissions and for any costs or expenses incurred

by the County of San Bernardino on account of any claim therefore, except where such indemnification is prohibited by law.

- 8.3. The County of San Bernardino agrees to hold harmless MOLINA members and the DHCS for financial liability by MOLINA for services provided by DPH to MOLINA members under the terms of this Agreement.
- 8.4. In the event that DPH and/or MOLINA are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this MOU, DPH and/or MOLINA shall indemnify the other to the extent of its comparative fault.

9. ACCESS TO BOOKS AND RECORDS

- 9.1. DPH agrees to make all books and records pertaining to the services provided under the terms of this MOU available for inspection, examination and copying by the Department of Managed Health Care, Department of Health Care Services, Federal Department of Health and Human Services and Federal Department of Justice. Books and records shall be available at all reasonable times at DPH's principal place of business or at some other mutually agreeable location in California. Books and records will be available to MOLINA in accordance with the Public Records Act (Cal. Govt. Code, §§6250 – 6268), unless specified otherwise within this MOU. These provisions apply only if not in conflict with other applicable State or Federal statutes.
- 9.2. DPH agrees to maintain records in a form consistent with the general standards applicable to such books or record keeping, for a period of not less than five (5) years from the close of the fiscal year in which this MOU was in effect. Encounter or service records shall be maintained for a period of not less than five (5) years.

10. CONFIDENTIALITY – MOLINA and DPH shall observe all Federal, State and County statutes, regulations or ordinances concerning confidentiality of records.

11. CONFIDENTIALITY AND RETURN OF INFORMATION – DPH and MOLINA acknowledge that, during the term of this MOU, they may have access to confidential material and information ("Proprietary Information") belonging to the other party or the other party's vendors, or partners. "Proprietary Information" shall be expressly identified in writing as such by the party claiming such, and may include the disclosing party's computer programs and code, business plans, financial records, partnership arrangements and licensing plans. Proprietary information may include certain portions of the network data. Proprietary information does not include information generally available to the public, information the receiving party had in its possession prior to receiving it from or developing it for the disclosing party, information received from a third party, or information independently developed by the receiving party without reference to information received pursuant to this Agreement from the disclosing party. Each party agrees that the disclosing party's expressly identified Proprietary Information will be kept strictly confidential by the receiving party to the extent allowable by law and will not be disclosed to non-employees and agents, unless expressly authorized to do so by the disclosing party or when required by law. Both parties acknowledge that as a governmental entity, DPH is subject to the requirements of the California Public Records Act and must disclose any and all information considered a public record upon submission

of a proper request for the information. In the event disclosure of identified Proprietary Information is requested, MOLINA will be advised of the request and may expeditiously submit to DPH a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by DPH in making its determination as to whether or not disclosure is proper under federal, state and local law. DPH will exercise care in applying this standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. In addition, each party shall return all Proprietary Information, including network data, whether in written or other form, to the disclosing party upon termination of this MOU. Proprietary Information does not include member/patient personal health information, the confidentiality of which shall be governed by the Health Insurance Portability and Accountability Act (HIPAA) section of this agreement.

12. **CONFLICT OF INTEREST** - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this MOU.
13. **NONDISCRIMINATION** - Services and benefits shall be provided by DPH and MOLINA to individuals without reference otherwise to their race, religion, color, sex, national origin, age, physical or mental handicaps or condition. DPH and MOLINA shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this MOU, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act, and Federal Civil Rights Act of 1964 (P.L. 88-352).
14. **ASSIGNMENT** – This MOU and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by DPH or MOLINA, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the written consent of the other party, as approved by the MOLINA Governing Board. Any assignment or delegation of this MOU by DPH to a third party shall be void unless prior written approval is obtained from MOLINA as approved by DHCS and Department of Managed Health Care (DMHC). Neither the acquisition of MOLINA nor changes of its legal name shall be deemed an assignment.
15. **PUBLIC HEALTH DIRECTOR** - The Public Health Director shall exercise full County administrative rights under the terms of this MOU.
16. **HEALTH OFFICER** – The Health Officer shall exercise full health protection rights as mandated by local and state law under the terms of this MOU.
17. **INDEPENDENT CAPACITY** – In the performance of this MOU, MOLINA, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. MOLINA certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 CFR, Part 76.

18. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)** – To the extent each party is considered a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), both parties shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Both parties agree to comply with the Health Information Technology for Economic and Clinical Health Act (the HITECH Act).
19. **ENTIRE AGREEMENT** - This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior MOUs of any kind or nature relating to the same are hereby rescinded. Any modifications to the terms of this MOU must be in writing and signed by the parties hereto.
20. **EFFECT OF HEADINGS** – The titles or headings of the various paragraphs hereof are intended solely for convenience or reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this MOU.
21. **COUNTERPARTS** – This MOU may be executed in one or more counterparts by the parties hereto. All Counterparts shall be construed together and shall constitute one agreement.
22. **ATTACHMENTS** – All attachments and exhibits attached and referred to herein are incorporated.
23. **MATRIX OF RESPONSIBILITIES** – The attached "Matrix of Responsibilities" (Attachment A) of this MOU describes in detail the responsibilities and commitments of each party under this MOU. Specific written policies and procedures will be developed to delineate the operational aspects of each of the described areas.
24. **NOTICES**
- 24.1. Unless expressly provided otherwise, all Notices herein provided to be given, or by which may be given, by any party to the other, will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed as follows:

Molina Healthcare of California
200 Oceangate, Suite 100
Long Beach, CA 90802
(562) 435-3666
Attn: Richard Chambers, Plan President

San Bernardino County
Department of Public Health
351 North Mt. View Avenue
San Bernardino, CA 92415-0010
(909) 387- 9146
Attn: Trudy Raymundo
Public Health Director

San Bernardino County
Department of Public Health
351 North Mt. View Avenue
San Bernardino, CA 92415-0010
(909) 387- 9146
Attn: Maxwell Ohikhuare, MD
Health Officer

25. **INVALIDITY OF SECTIONS OF MOU/ATTORNEY'S FEES** – If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
- 25.1. In the event of any contract dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute
26. **GOVERNING LAW** – MOLINA, DPH and this MOU are subject to the laws of the State of California and the United States of America, including but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by DMHC, the Health Maintenance Organization Act of 1973 and the regulations promulgated thereunder by the United States Department of Health and Human Services, and the Waxman-Duffy Prepaid Health Plan Act and the regulations promulgated by DHCS.
- 26.1. The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed first for any disputes under this MOU.
- 26.2. All actions and proceedings arising in connection with this MOU shall be tried and litigated exclusively in the state superior court located in the County of San Bernardino or federal district court located in the City of Riverside (if permitted by law and a party elects to file an action in federal court).
- 26.3. MOLINA is subject to the requirements of Chapter 2.2, Division 2, and Subchapter 5.5, Chapter 3, of Title 10 of the California Code of Regulations and any provision required to be in the MOU by either of these requirements shall bind MOLINA whether or not provided in the MOU.
27. **STATE POLICIES** - MOLINA and DPH hereby understand and acknowledge that DHCS, through its Medi-Cal Managed Care Division (MMCD) provides policy direction through specific numbered policy letters. Such policy direction, among other things, encompasses service delivery arrangements for MOLINA enrollees, including the ability of enrollees to receive certain services without prior authorization from out-of-plan providers such as DPH. Claim submission and payment requirements for such services are also encompassed in the MMCD policy letters. Both MOLINA and DPH agree that the MMCD policy letters create a threshold for service delivery arrangements between the organizations and that changes in the State policy, as stated in MMCD policy letters, may require amendments to this MOU including changes related to delivery of services, record keeping, claims submission requirements, and payment for services.
28. **AMENDMENT** – MOLINA and DPH agree that the necessity to modify the roles and responsibilities of the two parties may require that the provisions of Attachment A be amended upon mutual consent of the President of MOLINA, the Public Health Director and the Health Officer of San Bernardino County, upon the following conditions:
- 28.1. The amendment must be in writing, and signed by both the President of MOLINA and the Chair of the Board of Supervisors for San Bernardino County prior to being implemented by either MOLINA or DPH.

Except for Attachment A, the terms and conditions of this MOU shall only be revised through a separate writing of the parties. The terms and conditions of this MOU shall supersede any previous MOU between the parties dealing with the same subject matter.

29. **DISPUTES** - In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, DPH shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein. MOLINA shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this MOU or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

IN WITNESS WHEREOF, the parties hereto have executed this MOU in San Bernardino, California.

COUNTY OF SAN BERNARDINO

MOLINA HEALTHCARE OF CALIFORNIA

By: 
Curt Hagman, Chairman, Board of Supervisors

By: 
John Kotaj
Plan President

Date: 8-20-19

Date: 12/9/17

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
Of the County of San Bernardino.

By: 
Deputy



ATTACHMENT “A”

**Matrix of Responsibilities
For**

MEDI-CAL SERVICES

MEDI-CAL SERVICES

TABLE OF CONTENTS

	Page
I. TUBERCULOSIS CONTROL SERVICES	1
II. RABIES EXPOSURE.....	3
III. IMMUNIZATION SERVICES.....	4
IV. SEXUALLY TRANSMITTED DISEASES.....	7
V. HUMAN IMMUNODEFICIENCY VIRUS SERVICES.....	9
VI. OTHER COMMUNICABLE DISEASE CONTROL SERVICES	12
VII. PERINATAL SERVICES.....	13
VIII. CHILD AND ADOLESCENT HEALTH SERVICES.....	16
IX. CALIFORNIA CHILDREN'S SERVICES	19
X. SPECIAL SUPPLEMENTAL NUTRITION PROGRAM (WIC).....	23
XI. FAMILY PLANNING SERVICES	24
XII. POPULATION BASED PREVENTION PROGRAMS	26

ATTACHMENT A

I. TUBERCULOSIS CONTROL SERVICES

A. Reporting of Known or Suspected Tuberculosis (TB) Cases

MOLINA providers shall report by phone, fax, and/or confidential morbidity report (CMR) known or suspected cases of TB to the Department of Public Health (DPH) for any Molina Healthcare of California plan (Plan) member residing within San Bernardino County within one day of identification. DPH shall provide technical assistance to plan providers and forms for the reporting of TB.

B. Tuberculosis Screening

MOLINA will inform its providers of the requirement to utilize Mantoux skin testing to screen patients for tuberculosis. MOLINA providers will conduct tuberculosis skin testing for plan members' ages 0-21 years in compliance with current American Academy of Pediatric requirements. MOLINA providers shall offer TB testing to adult plan members based on an assessment of risks described in the U.S. Preventive Services Task Force guideline.

C. TB Treatment

1. MOLINA providers will utilize current American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) recommendations in the diagnostic evaluation of tuberculosis. DPH will provide MOLINA with the most recent ATS and CDC recommendations on diagnosis, treatment and control of TB.
2. DPH will provide outpatient diagnostic and treatment services to all active or potentially active (ATS Class III and Class V) pulmonary and laryngeal tuberculosis cases occurring in plan members school age, adolescent, and adult (≥ 5 years of age) plan members. These outpatient services include physical examination, drug therapy, laboratory testing, radiology and compliance related support services, including direct observed therapy. MOLINA providers will refer Class III and Class V tuberculosis cases to DPH within one day of identification for treatment and follow-up. Sputum cultures will be obtained from TB cases at least as frequently as monthly until results are negative.
3. DPH will coordinate the provision of TB treatment and related services with the member's primary care physician or other assigned clinical services provider, including the provision of a treatment plan and results, as specified in Section I, (D)(3).
4. DPH and MOLINA will coordinate the inpatient admission of MOLINA members being treated by DPH for TB.

D. Case Management of Suspect and Active TB Cases

1. The MOLINA plan or primary care provider shall notify DPH of the designated plan provider or staff responsible for coordination of care for each diagnosed TB patient. This person shall be the primary MOLINA contact for coordination of care with DPH.
2. DPH will assign a TB case manager and notify the MOLINA designee. The TB case manager shall be the primary DPH contact for coordination of care with MOLINA. Case

management services provided by DPH include initial and ongoing assessment of TB transmission risk, patient home visits for assessment, treatment and compliance services as needed, and investigation and follow-up of contacts. The TB case manager will respond to information requests in a timely manner.

3. Medical Record Management:

- a. MOLINA shall utilize a standard TB Referral Form, provided by DPH, to refer suspected or diagnosed TB patients for treatment services. The MOLINA clinical services provider shall provide DPH with a copy of each referred TB patient's recent History and Physical, laboratory test results, and applicable radiology reports.
- b. DPH will provide a written treatment plan to MOLINA's designated clinical services provider. This plan shall include the prescribed drug therapy, routine laboratory results (including periodic sputum smears and cultures) and radiologic follow-up. The treatment plan and results shall be updated and sent to MOLINA on a monthly basis. Updates to the treatment plan will include medication records, any changes in medication orders, adverse reactions to medications and patient compliance information.

4. DPH will refer members to their MOLINA primary care provider for non-TB related health care.

E. Direct Observed Therapy

1. DPH shall provide MOLINA with current protocols and criteria regarding directly observed therapy for assurance of patient compliance and treatment.
2. DPH, in treating active or potentially active (ATS Class III and Class V) tuberculosis cases occurring in Plan members, shall assess all members at treatment initiation and throughout the course of treatment for potential noncompliance and consideration for directly observed therapy (DOT).
3. DPH shall provide directly observed therapy services to patients with:
 - Demonstrated drug resistance to either isoniazid or rifampin.
 - Patients on intermittent therapy.
 - Patients with failed treatment.
 - Patients who have relapsed following completion of a prior treatment regimen.
 - Patients who demonstrate slow sputum conversion or clinical improvement.
 - Children and adolescents.
 - Patients with demonstrated noncompliance.
 - Patients with a history of alcohol or drug abuse.
 - Patients who are homeless or reside in a shelter.
 - Patients with a history of incarceration in a correctional facility.
 - Patients with psychiatric, memory, or cognitive disorders.
 - Patients who demonstrate no acceptance or poor acceptance of their TB diagnosis.
 - Patients who experience an adverse reaction to TB medications.
 - Patients who are too ill for self-management.

F. Case Investigation

DPH is responsible for the conduct of case investigation activities for all suspected or confirmed TB cases. MOLINA agrees to cooperate with DPH in the conduct of case investigations, including the timely provision of medical records as needed. MOLINA plan case management staff will be available to facilitate or coordinate investigation activities on behalf of MOLINA and its' providers. MOLINA providers will provide appropriate examination to members identified by DPH as contacts within seven (7) days. Examination results will be reported to DPH within three (3) days.

G. Contact Investigation and Chemoprophylaxis

DPH is responsible for identifying, screening, and other follow-up investigation activities for contacts to suspected or confirmed active cases. Additionally, DPH will investigate child positive/reactors of one year of age or less. MOLINA will cooperate with DPH in conducting contact and outbreak investigations. Results of tuberculin test conducted by MOLINA providers as part of a DPH investigation will be reported within three (3) days. DPH will provide MOLINA with written procedures and guidelines for examination of contacts and chemoprophylaxis. DPH will provide field-based tuberculin testing on MOLINA members as needed to assure proper evaluation.

H. Laboratory Services

1. MOLINA and its providers shall utilize laboratories that conform to all provisions of California Code of Regulations, Title 17, Section 2505 and ATS and CDC guidelines.
2. At MOLINA's request DPH shall provide a listing of laboratories to MOLINA that conforms to State requirements and meets CDC/ATS recommendations.

I. Technical Assistance and Provider Training

DPH shall provide MOLINA with current standards, protocols and health education resources regarding the screening, treatment and control of TB. MOLINA and DPH shall provide continuing education to MOLINA providers using these materials.

J. Reimbursement

1. MOLINA shall reimburse DPH for diagnostic and treatment services specified in Section I (C) (2). Claims submission and payment shall be consistent with Section 5 of the Memorandum of Understanding (MOU). DPH shall electronically request DOT medication prescriptions for each patient to fill at a MOLINA approved pharmacy.

DOT services are a non-covered service by MOLINA. DPH shall submit claims for reimbursement of DOT services directly to the State Medi-Cal Program.

II. RABIES EXPOSURE

- A. Administration of rabies post exposure prophylaxis is a medical urgency, not a medical emergency.
- B. MOLINA providers will evaluate each possible exposure to rabies and, if necessary, consult with DPH regarding the need for rabies prophylaxis.

- C. Administration of post exposure prophylaxis is normally performed by the MOLINA primary care providers, although selected cases may be referred for evaluation and treatment by DPH. MOLINA shall reimburse DPH for administration of rabies post exposure prophylaxis provided to plan Members. Claim submission shall be consistent with Section 5 of the MOU.

III. IMMUNIZATION SERVICES

A. Guidelines for Childhood Immunizations

1. MOLINA and DPH shall utilize the most recent childhood immunization schedule approved by the Advisory Committee on Immunization Practices (ACIP) of the U.S. Public Health Service. These standards shall be used in determining the need for administration of pediatric vaccine(s).
2. MOLINA will inform its providers of recommended ACIP standards for pediatric immunizations, including timing, type, informed consent, and other requirements.

B. Provision of Immunization Services

1. DPH will administer ACIP recommended pediatric and adult vaccine(s) without prior authorization by MOLINA, to MOLINA members, including out of network patients, presenting at DPH clinics. Vaccines for which the member is found to be not up to date will be administered regardless of the reason for which the member presents to DPH.

A MOLINA member shall be considered up to date with regard to immunizations if he/she has received all immunizations for which he/she is eligible based on ACIP recommendations. A member is eligible for an immunization at the earliest age specified by ACIP.

DPH shall assess and document the immunization status of MOLINA members by requesting a California Immunization Record or other written documentation. DPH shall utilize the Riverside and San Bernardino Immunization Registry, California Immunization Registry (CAIR) to search for an immunization history. If necessary, DPH shall orally screen the member's parent or legal guardian for a reasonable history of prior immunization.

2. DPH will refer MOLINA members to their plan primary care provider for subsequent pediatric immunizations.
3. DPH and MOLINA providers will provide a California Immunization Record to the member's parent or legal guardian documenting receipt of vaccine(s) and date next doses are due.
4. MOLINA will inform its providers of the need for completing the California Immunization Record to document administration of vaccine(s).

C. Records Management

1. All immunizations provided by DPH to children eighteen years of age and under will be recorded in the CAIR contingent upon a parent's or legal guardian's signed agreement for disclosure and record sharing through the automated immunization registry.
2. DPH shall query the member or legal guardian for Medi-Cal eligibility and managed care plan assignment on clients presenting for immunization services. DPH shall attempt to identify MOLINA members' assigned primary care provider and request a release of medical records to the MOLINA plan if a disclosure to participate in the registry system is not agreed to.
3. Upon either consent to participate in the automated immunization registry or consent to release medical records to MOLINA, DPH shall send MOLINA a provider copy of the system-generated California Immunization Record to support the plan and provider's case management responsibility. Copies shall be sent to MOLINA on a weekly basis.
4. In addition to completion of a California Immunization Record, MOLINA providers shall document immunizations administered to plan members on the State Child Health and Disability Program's Form. Once a month, MOLINA shall submit completed forms to the DPH Child Health and Disability Prevention Program no later than 30 days following the end of each month in which the encounter occurs.
5. DPH shall utilize electronic documentation as the communication tool used by and between providers. Documenting a patient's medical record with all relevant and important facts, and having that information readily available, allowing providers to furnish correct and appropriate services that can improve quality safety, and efficiency.

D. Participation in Automated Immunization Tracking System

1. The California Department of Public Health operates the CAIR registry for children birth through 18 years and adults living within the County. The tracking system is used to provide a child's immunization history to a requesting immunization provider, to determine what immunizations are currently due for a child, to issue immunization reminders or recall information to families and to supply reports on immunization coverage of specific populations.
2. MOLINA will collaborate with DPH to encourage primary care providers to participate in the county immunization program.
3. MOLINA will encourage its providers to participate in the CAIR to facilitate recording of immunization histories and tracking of immunizations to plan members. MOLINA provider use of the tracking system will be coordinated through the plan.
4. As mandated by the National Childhood Vaccine Injury Act of 1986, Molina and DPH will report any adverse reactions to immunizations to the Vaccine Adverse Event Report System (VAERS).

E. Assessment of Immunization Rates

MOLINA is responsible for reporting immunization rates among enrollees and monitoring progress toward the national goal of 90% of immunization coverage of two-year-old children. MOLINA will provide DPH with annual reports of enrollee immunization rates from MOLINA-performed HEDIS studies

F. Provider and Staff Education

DPH will assist MOLINA in training plan providers through the provision of technical assistance, including materials and coordination of State or federally sponsored in-service education for clinical personnel.

G. Health Education and Outreach

MOLINA will implement procedures for notifying members of the recommended schedule for immunizations and the availability of immunization services.

DPH will provide publically available health education materials for targeted immunization outreach to MOLINA members. MOLINA will provide materials to plan providers to support County-wide outreach efforts.

H. Vaccines for Children Program

MOLINA will furnish providers with information on the Vaccines for Children Program (VFC) administered by DPH.

MOLINA providers receiving State-supplies or VFC vaccine shall comply with all inventory, storage and reporting requirements.

I. Case Investigations and Outbreak Control

1. DPH is responsible for the investigation of reported suspected or confirmed cases of vaccine-preventable diseases. MOLINA providers will provide access to medical records and other information to DPH staff during investigations consistent with applicable State or Federal laws and regulations.
2. MOLINA will assist DPH in informing providers about outbreaks and disease control activities.

J. Reimbursements

MOLINA shall reimburse DPH for all immunizations administered to plan eligible members consistent with verification of the need for service as specified in Section III (B)(1), above.

Reimbursement is limited to the administration of the vaccine, when the vaccine(s) is supplied to DPH by the California Department of Health Care Services. Traveler's immunizations are not a MOLINA offered benefit.

Claims submission and payment shall be consistent with Section 5 of the MOU.

IV. SEXUALLY TRANSMITTED DISEASES

A. Guidelines for the Diagnosis and Treatment of Sexually Transmitted Diseases (STDs)

1. MOLINA providers and DPH shall utilize current STD Guidelines from the U.S. Public Health Services (USPHS) as published in the Morbidity and Mortality Weekly Report in the screening, diagnosis, and treatment of sexually transmitted diseases, including the development of STD risk assessment tools and screening protocols for asymptomatic patients
2. DPH shall provide MOLINA with updated guidelines as they occur.
3. MOLINA shall provide the STD Guidelines to plan providers upon approval by MOLINA.

B. Member Access to STD Services

1. MOLINA plan members may utilize DPH STD services without prior authorization.
2. MOLINA will provide plan members with the information describing their access to out of plan providers for STD services and minor access (12 yrs. and older) to STD services without parental consent.
3. MOLINA will encourage its members (directly and through its providers) to access care for STDs on an urgent basis and to notify sexual partners of their exposure to an STD, so that they can receive appropriate testing, counseling, and treatment. For members that have partners who are not MOLINA members, MOLINA will inform them to contact the local health department for information and treatment as needed.

C. STD Services by DPH

1. DPH is an out of plan provider treating STDs within its scope of practice. DPH will provide STD diagnostic, treatment, and follow-up services without prior authorization to MOLINA members presenting for service at a DPH clinic.
2. DPH shall provide outpatient STD services to plan members for the following diseases: bacterial vaginosis, candidiasis, trichomoniasis, syphilis, gonorrhea, Chlamydia trachomatis, herpes simplex, chancroid, human papilloma virus, nongonococcal urethritis, lymphogranuloma venereum, granuloma inguinale, and pelvic inflammatory disease.
3. Should a member require STD treatment beyond an initial episode, DPH shall complete the entire course of treatment and will coordinate with MOLINA or the member's assigned primary care physician, if known, for authorization and referral for other specialty care, as needed, contingent upon consent by the plan member.
4. DPH will refer plan members to the MOLINA provider for follow-up care and non-STD related care. Non-STD/Non-sensitive public health services should be referred back to the member's primary care physician.

D. Medical Records Management

DPH will request that plan members sign a release of confidential information. Upon consent, DPH will provide medical records to MOLINA to allow the MOLINA providers to meet their case management responsibilities.

E. Reimbursement for STD Services

1. MOLINA will reimburse DPH for STD services provided to plan members based upon specific STD diagnosis and service definitions as follows:
 - a. Bacterial Vaginosis, Trichomoniasis, Candidiasis -- Initiation of treatment of vaginal or urethral discharge for symptoms and signs consistent with any one or a combination of these diagnoses is considered an episode, and one visit is reimbursable.
 - b. Primary or Secondary Syphilis -- Initial visit and up to five additional visits for clinical and serological follow-up and retreatment, if necessary, may be required for certain high-risk individuals. A maximum of six visits per episode is reimbursable. Documentation should include serologic test results upon which retreatment recommendations were made. Members who are found to have reactive serology, but show no other evidence of disease, should be counseled about the importance of returning to the Plan for follow-up and treatment of possible latent syphilis. For female members of childbearing age who refuse to return to the plan for their care, up to six visits are reimbursable for treatment and follow-up.
 - c. Chancroid -- Initial visit and up to two follow-up visits for confirmation of diagnosis and clinical improvement are reimbursable.
 - d. Lymphogranuloma Venereum, Granuloma Inguinale -- Based upon the time involved in confirming the diagnosis and the duration of necessary therapy, a maximum of three visits is reimbursable.
 - e. Herpes Simplex -- Presumptive diagnosis and treatment (if offered) constitute an episode. One visit is reimbursable.
 - f. Gonorrhea, Non-Gonococcal Urethritis and Chlamydia Trachomatis -- These diseases can often be presumptively diagnosed and treated at the first visit, often with single dose therapy. For individuals not presumptively treated at the time of the first visit, but found to have gonorrhea or chlamydia, a second visit for treatment will be reimbursed.
 - g. Human Papilloma Virus -- One visit reimbursable for diagnosis and initiation of therapy with referral to primary care physician for follow-up and further treatment.
 - h. Pelvic Inflammatory Disease -- Initial visit and two follow-up visits for diagnosis, treatment, and urgent follow-up are reimbursable. Member should be referred to primary care physician for continued urgent follow-up after the initial three visits have been provided by DPH.

Guidelines for the treatment of various STDs may require that Human Immunodeficiency Virus (HIV) counseling and testing be performed. These tests and counseling procedures are reimbursable consistent with Section V of this Attachment.

2. Claim submission by DPH and payment by MOLINA shall be consistent with Section 5 of the MOU.

F. Contact Investigations

1. DPH is responsible for conducting case contact investigations, including the assurance of appropriate treatment, when indicated.
2. MOLINA providers will cooperate with DPH in the screening and treatment of plan members who are contacts of confirmed STD cases and will assist with compliance related activities concerning the treatment of members for STDs.

V. HUMAN IMMUNODEFICIENCY VIRUS SERVICES

A. Reporting of AIDS Cases

1. MOLINA providers shall report to DPH diagnosed cases of AIDS consistent with current State disease reporting requirements. This includes reporting of the names of individuals diagnosed with AIDS. Reporting does not require consent from the member.
2. MOLINA will implement procedures which ensure that contracted medical laboratories appropriately report HIV test results and that network providers are in compliance with their responsibilities to report the names of members with a clinical diagnosis of AIDS.

B. Guidelines for HIV Services

1. HIV Counseling, Testing and Referrals – MOLINA providers and DPH shall follow all State laws governing consent for testing and disclosure of HIV test results. MOLINA providers and DPH shall utilize the most current “HIV Counseling, Testing and Referral Standards and Guidelines” recommended by USPHS as published in the Morbidity and Mortality Weekly Report (MMWR).
2. Prenatal HIV Counseling, Testing and Follow-up – MOLINA providers and DPH shall follow all State laws, including California Health & Safety Code, section 125107, governing the provision of HIV information, counseling and testing to pregnant women under their medical care.
3. Prenatal Treatment for Transmission Risk Reduction – MOLINA providers and DPH shall utilize the most recent DPHH guidelines on the treatment of pregnant women who test positive for HIV to reduce the risk of transmission to the newborn.

C. Member Access to HIV Counseling and Testing Services

1. MOLINA shall assure that all persons at increased risk for infection or possible transmission of HIV to another person receive education and counseling and are offered confidential HIV testing services.

2. DPH shall provide MOLINA with a current and updated listing of DPH confidential and alternative test sites.
3. MOLINA providers shall maintain a current listing of DPH confidential and alternative test sites, inform members of their availability, and assist members with referrals upon request.

D. HIV Counseling, Testing and Follow-up

1. MOLINA providers shall assess members, including children and adolescents, for risk factors for HIV infection. This assessment includes obtaining a sexual history and inquiring about illicit drug use, where applicable.
2. MOLINA shall implement procedures to assure that all members at increased risk for infection or possible transmission of HIV to another person receive education and counseling, and are offered confidential HIV testing. MOLINA shall implement procedures to ensure that adult and/or pregnant members with confirmed HIV positive test results have treatment options explained and treatment offered to them.
3. Prenatal HIV Counseling, Testing and Follow-up
 - a. MOLINA and DPH shall implement procedures to assure that the health care professional primarily responsible for providing prenatal care will offer HIV information and counseling to every pregnant patient, including but not limited to: mode of transmission; risk reduction behavior modification, including methods to reduce risk of perinatal transmission; and referral to other HIV prevention and psychosocial services.
 - b. MOLINA will implement procedures to ensure that all MOLINA prenatal care providers offer an HIV test to every pregnant woman, unless the patient has a positive test result documented in the medical record or has AIDS as diagnosed by a physician. The prenatal care provider will discuss the purpose of the test; its potential risks and benefits, including treatment to reduce transmission to the newborn, and its voluntary nature. The provision of information and counseling and the offer of HIV testing must be documented in the member's medical record. If the pregnant woman voluntarily consents to testing, the provider will arrange for the testing to be provided directly or by referral.
 - c. MOLINA will implement procedures for pregnant women testing positive for HIV which ensure that the prenatal care provider offers treatment to reduce the risk of transmission to the newborn consistent with the most current PHS guidelines as published in the MMWR.
4. HIV Testing and Counseling for Children
 - a. MOLINA will implement procedures which ensure that its providers offer HIV counseling to parents or legal guardians and testing (and education and counseling where appropriate) to infants, children and adolescents in the following categories:
 1. Infants and children of HIV seropositive mothers.

2. Infants and children of mother at high risk for HIV infection with unknown HIV serologic status including:
 - children born with a positive drug screen;
 - children born to mothers who admit to present or past use of illicit drugs;
 - children born with symptoms of drug withdrawal;
 - children born to mothers who have known arrests for drug related offenses or prostitution;
 - children born to mothers with any male partners known to be at high risk for HIV; and
 - Any abandoned newborn infant.
 3. Sexually abused children and adolescents.
 4. Children receiving blood transfusion/blood products between 1977-1985 or symptomatic children receiving blood transfusions since 1985.
 5. Adolescents who engage in high-risk behavior including unprotected sexual activity, illicit drug use, or who have had sexually transmitted diseases.
 6. Other children deemed at high risk by an MOLINA provider.
- b. MOLINA providers will refer those infants, children and adolescents, who are confirmed HIV positive, to the California Children Services (CCS) Program.

E. Services by DPH

1. DPH is an out-of-plan provider furnishing confidential and anonymous/alternative HIV testing and counseling within its scope of practice. DPH will provide HIV testing and counseling services without prior authorization by MOLINA, to MOLINA members including minors (12 yrs. and older) presenting for service at a DPH clinic.
2. DPH will comply with all medical records management and consent and disclosure requirements as specified in this section of Attachment A.
3. DPH will implement procedures to identify MOLINA members. DPH will ensure that MOLINA members presenting for confidential HIV testing and counseling services are counseled to return to their MOLINA provider to receive the clinical benefits of coordination and continuity of care.
4. MOLINA members will be counseled by DPH on the importance of allowing medical information to be shared with their MOLINA provider. DPH will implement procedures to coordinate care and to facilitate the timely exchange of medical information. Such exchange shall be consistent with the provisions of Section IV (F), below.

F. Medical Records Management

1. MOLINA will implement procedures for documenting HIV status in the medical records that ensure member's confidentiality in compliance with State law.

2. DPH will request that MOLINA members sign a release of confidential information. Upon consent, DPH will provide medical records to MOLINA to allow the MOLINA providers to meet their case management responsibilities.

G. Consent for HIV Testing and Disclosure of HIV Test Results

1. MOLINA will implement procedures for obtaining member consent for confidential HIV testing. Written consent will be secured from the member by a MOLINA provider prior to an HIV test, except when the test is recommended by a treating physician or surgeon. Under these circumstances, a physician or surgeon can obtain verbal informed consent from the patient. The MOLINA provider will impart sufficient information to the patient to elicit an informed decision. In the event that a member specifically requests an HIV antibody test which falls outside of his or her treatment regimen, the member will complete a written consent prior to the blood draw.
2. MOLINA will implement procedures for obtaining consent for the disclosure of a member's HIV test results. Written authorization will be obtained by the MOLINA provider from a patient prior to each separate disclosure of an HIV test result.

H. Case Investigation and Follow-up

1. DPH is responsible for the conduct of case investigation activities for reported AIDS cases.
2. DPH is responsible, as permitted or required in State or Federal law, for identification, notification and follow-up of partners of HIV-positive MOLINA members who are not members of MOLINA.
3. MOLINA will cooperate with and assist DPH to identify, educate and counsel, and test non-MOLINA members, who are sex and/or needle-sharing partners of HIV-positive members.

I. Provider Education and Technical Assistance

1. MOLINA will implement procedures to ensure that its providers and relevant support staff are knowledgeable about their responsibilities to assess all members for risk factors for HIV infection and to appropriately counsel and offer HIV testing.
2. MOLINA shall provide its providers with appropriate HIV information and training, including instruction regarding consent and disclosure requirements.
3. Upon request from MOLINA, DPH will assist MOLINA in training and educating MOLINA's providers regarding providers' reporting responsibilities and the latest advancements in the field of HIV counseling and testing. DPH will provide training and educational materials related to HIV testing to MOLINA providers and members, contingent upon availability of such material.

VI. OTHER COMMUNICABLE DISEASE CONTROL SERVICES

- A. The local Health Officer is responsible for assuring the reporting, treatment, and follow up of certain communicable diseases as specified by State regulations. DPH will carry out State disease reporting requirements. DPH will provide and update a list of reportable conditions to

MOLINA. MOLINA will assure that MOLINA providers will report communicable diseases according to State laws and regulations. If informed by DPH or other sources that specific MOLINA providers are not complying with those State laws and regulations, MOLINA will take appropriate steps through its Performance Improvement Project (PIP) and peer review process and respond back to DPH in writing.

- B. DPH will determine standards for the conduct of investigations and follow-up based on the disease and extent of threat to the health of the public. MOLINA will assure that MOLINA providers will provide access to medical records and other information to County staff during investigations. If informed by DPH or other sources that specific MOLINA providers are not complying with those State laws and regulations, MOLINA will take appropriate steps through its PIP and peer review process and respond back to DPH in writing upon final determination.
- C. DPH will notify MOLINA providers of appropriate diagnostic, treatment, and/or prophylaxis recommendations necessary for communicable disease control. DPH will monitor compliance by plan patients and providers and notify MOLINA of specific providers who are not providing these services. Medical treatment or prophylaxis will be provided by DPH if, in the judgment of the Health Officer, the plan fails to assure appropriate diagnostic, treatment or prophylactic services. If informed by DPH or other sources that specific MOLINA providers are not providing appropriate diagnostic testing, treatment or prophylaxis for members, MOLINA will take appropriate steps through its PIP and peer review process.
- D. MOLINA will inform its providers and their contracted laboratories that in the event enteric specimens are obtained for employment clearance reasons they must send all or a portion of the sample to the Public Health Laboratory.
- E. Reimbursements - MOLINA shall reimburse DPH for diagnostic and treatment services provided to plan members when plan providers fail to provide appropriate or timely care. Claim submission and payment shall be consistent with Section 5 of the MOU.

VII. PERINATAL SERVICES

A. Liaisons

MOLINA shall appoint a liaison to coordinate the plan's activities regarding services for women of childbearing age. DPH shall appoint a liaison for coordination with MOLINA of local needs, activities, and services related to women of childbearing age.

B. Outreach

DPH shall inform MOLINA of outreach activities, including special education or outreach campaigns, directed to hard to reach perinatal populations or populations at risk for problems such as late entry to prenatal care. MOLINA shall participate in the planning and implementation of such outreach as jointly agreed.

C. Coordination of Perinatal Services

1. DPH and MOLINA shall appoint liaisons to jointly collaborate on the coordination of perinatal services.
2. MOLINA shall provide comprehensive initial and follow-up risk assessment, education and counseling in nutrition, health education and psychosocial areas utilizing protocols that

are consistent with the requirements of the Medi-Cal Program's Comprehensive Perinatal Services Program (CPSP).

3. DPH will provide consultation to MOLINA in the development of standardized tools and protocols for assessing the risk status of women receiving obstetrical services.
4. DPH will provide consultation to MOLINA 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.
5. DPH will provide consultation to MOLINA in the development of a standardized perinatal care plan form to be used by MOLINA providers in the provision of perinatal support services.
6. DPH will provide updated information to MOLINA about standards for perinatal services and provider certification standards.
7. MOLINA will provide current information to plan providers about perinatal services and encourage providers to become certified as State CPSP providers.
8. DPH shall provide training and technical assistance to MOLINA and plan providers on the requirements of the CPSP, and the provision of perinatal services including use of assessment tools, protocols, and care plans.
9. MOLINA shall inform members of childbearing age of the availability of comprehensive perinatal services and how to access these services, and that participation is voluntary.
10. DPH shall provide MOLINA with a list of current State certified CPSP providers in the County.
11. DPH shall certify MOLINA providers for CPSP provider status as requested by the provider.

D. Referrals

1. DPH shall provide MOLINA with information on community resources and referral requirements for programs serving women of childbearing age.
2. MOLINA will inform its members and providers of available community resources and referral requirements and inform members upon request.
3. MOLINA and its providers shall refer eligible women to the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and other appropriate specialty services.

E. Provider Education

1. DPH shall refer MOLINA to educational resources for use with plan providers. 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.

2. MOLINA shall provide appropriate resource materials to plan providers.

F. Quality Improvement/Quality Assessment

1. DPH will provide consultation to MOLINA in the development of standards and tools for the evaluation of MOLINA perinatal providers and determination of training needs.
2. DPH will assist with provider on-site visits to assess current levels of perinatal services provision and access to care by women of childbearing age. DPH will assist MOLINA, when needed, in developing a corrective action plan for providers related to perinatal services.
3. 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.
4. DPH is responsible for the ongoing review of health status indicators, including infant morbidity and mortality. DPH will inform MOLINA of current needs of high-risk perinatal populations residing in MOLINA's service areas based upon assessment of needs.
5. MOLINA will participate in local community efforts to improve the health of mothers and children, including participation in provider need assessments, fetal-infant mortality review, Black Infant Health Project activities and other appropriate maternal and child health programs.

G. Transportation Assistance

DPH and MOLINA shall coordinate activities related to the identification of eligible clients in need of transportation assistance as defined in MOLINA's evidence of coverage.

H. Relationship with County Black Infant Health Program (BIH)

The Black Infant Health (BIH) Program is a program for pregnant, self-identified African-American women, 18 years and older. The BIH Program is administered by DPH. The purpose 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 mother African American women to make healthy choices for themselves, their families and their communities. DPH and Molina shall coordinate activities related to the identification of eligible clients on need of transportation assistance as defined in MOLINA's evidence of coverage.

1. Subject to agreement of DPH and MOLINA, MOLINA will provide to the BIH Program a monthly list of pregnant, African American women/members residing in San Bernardino County.
2. The BIH Program will contact each person referred through the monthly line list who resides in the BIH Program service area.
3. The BIH Program will provide each referred person with information regarding services and resources offered by the BIH Program.
4. The BIH Program will collaborate with the MOLINA medical providers on behalf of MOLINA participants enrolled in the BIH Program.

VIII. CHILD AND ADOLESCENT HEALTH SERVICES

A. Liaisons

MOLINA shall appoint a liaison to coordinate the plan's activities regarding services for children and adolescents from birth to under 21 years of age. DPH shall appoint a liaison for coordination with MOLINA of local needs, activities and services related to children and adolescents. MOLINA and DPH appointed liaisons shall meet on a quarterly basis to discuss aspects of both programs as noted above.

B. Early and Periodic Screening, Diagnosis, and Treatment Services

1. MOLINA 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.
2. MOLINA and its providers are responsible for documenting all referrals and referral outcomes on members receiving health screenings through the plan or referred by other health professionals, including the local Child Health and Disability Prevention Program.
3. MOLINA providers will provide for or arrange any medically necessary services identified through a required health assessment or episodic visit. Diagnosis and treatment of any medical conditions identified through health assessments will be initiated within 60 days of identification of need; however, it is expected that any diagnosis or treatment requiring urgent attention be handled in a timely manner.
4. DPH will assist, upon request, MOLINA in the development of protocols to be used by providers in delivering health assessments to MOLINA members under age 21. The protocols will include periodicity schedules and referrals to specialist and other appropriate providers or organizations, consistent with CHDP Health Assessment Guidelines, Bright Futures, CHDP Provider Manual, and CCR Title 17.
5. MOLINA will notify its members in writing of the availability of County Child Health Disability and Prevention Program health assessment services and how to access the services.

C. Relationship with County Child Health and Disability Prevention Program

The Child Health and Disability Prevention (CHDP) Program is a preventive health program for children and youth. The CHDP Program is a State program administered by the DPH. The CHDP Program provides periodic preventive health services to children and adolescents.

1. Disruption of Care:
 - a. MOLINA shall notify CHDP when a member is disenrolled or becomes ineligible for plan membership prior to completion of a health assessment screening or related diagnostic and treatment services.
 - b. MOLINA shall coordinate the transition of care upon loss of Medi-Cal eligibility to the local CHDP Program, who will assume responsibility for case management to assure completion of scheduled services.

- c. MOLINA shall provide the CHDP Program with the enrollee's name, date of birth, Medi-Cal number and last known address and phone; whether or not screening was completed; whether further services are needed; and the month ineligibility or disenrollment became effective. MOLINA shall provide this information to CHDP by fax on a monthly basis, or more often when indicated.
 - d. MOLINA shall document the referral to the local CHDP Program.
 - 2. MOLINA will provide information to the CHDP Program regarding the member's primary care provider and services provided to the member upon request.
 - 3. MOLINA will inform its providers of the CHDP Program including eligibility standards, how and when to refer patients, and telephone numbers for the programs.
 - 4. MOLINA will provide information to plan providers about the benefits of becoming a state-certified CHDP provider. MOLINA shall inform its providers of the continuity of care benefits to patients of becoming CHDP providers and encourage them to enroll in the CHDP Program.
- D. Relationship with the Childhood Lead Poisoning Prevention Program
- The Childhood Lead Poisoning Prevention Program is a State and Federally funded program that provides case management services for lead-burdened children by an interdisciplinary team. The CLPP Program also provides outreach and education services to the community and health care providers.
- E. Outreach and Community Education
- 1. DPH will cooperate with MOLINA and share information related to local resources and community outreach and education activities targeting hard-to-reach populations or populations not utilizing preventative services.
 - 2. DPH and MOLINA shall appoint liaisons to jointly collaborate on provision of activities and services related to children and adolescents.
- F. Data Collection and Reporting
- 1. MOLINA will require its providers to report data on pediatric health assessments and findings on the CHDP Care Coordination/Follow-up Form. MOLINA shall submit completed CHDP Care Coordination/Follow-up forms to the designated State Department, according to State guidelines. Data shall be recorded on forms submitted for all members 0-21 years.
 - 2. DPH will provide MOLINA with a brief annual summary of the care management and outreach activities provided to MOLINA plan members by the Childhood Lead Poisoning Prevention Program (CLPPP).
 - 3. For those providers for whom DPH has conducted an assessment, DPH will provide MOLINA with a quarterly summary of CLPPP assessments of providers' blood lead test-ordering rate.

G. Provider Education and Technical Assistance

1. DPH will assist, upon request, MOLINA in the development and implementation of a provider training program to inform providers of the requirements of pediatric health assessments. DPH will assist MOLINA in assessment of provider compliance with plan standards.
2. MOLINA will provide DPH, upon request, with a list of providers providing pediatric services and update it as needed.
3. DPH will provide MOLINA with a list of CHDP Program providers and update it as needed.

H. Case Management

1. MOLINA is responsible for primary case management of medical problems detected or suspected during a pediatric health assessment, including mental health.
2. Following definition, approval, and implementation of a plan for CHDP oral health services by the State Department of Health Care Services – Integrated Systems of Care Division (DHCS), MOLINA will refer members under age 21 years to DPH for oral health care coordination. At minimum, referrals shall include member ID number, date of birth, Client Identification Number (CIN), address, telephone number, service date, name of member's provider, and indication the member has a new and/or existing dental issue requiring care coordination, or other data relevant to the member's care needs.

DPH shall notify MOLINA following receipt of DHCS's definition, approval, and implementation plan for CHDP oral health care coordination. At that time, MOLINA and DPH will mutually determine the process to transmit and receive data and coordinate oral healthcare for MOLINA members.

I. Referrals

1. DPH shall provide MOLINA with information on community resources and referral requirements for programs serving children and adolescents.
2. MOLINA will inform its provider organizations of available community resources and referral requirements and inform members upon request.
3. MOLINA and its providers will refer eligible children to the Special Supplemental Nutrition Feeding Program for Women, Infants and Children (WIC).
4. MOLINA providers shall order blood lead testing of children at age 12 and 24 months of age for lead poisoning exposure. MOLINA providers shall screen any child up to 6 years of age, a minimum of one time, if not previously screened as noted above, or if changes to environment indicate possible exposure to lead poisoning. MOLINA providers will refer all children with a blood level equal to or greater than 4.5 µg/dL to the Childhood Lead Poisoning Prevention Program for case management or appropriate services. The referral will be documented in the member's medical record.

J. Quality Improvement and Quality Assurance

1. DPH will assist, upon request, MOLINA in the development of standards and tools for the evaluation of MOLINA pediatric providers and determination of training needs. DPH will provide appropriate information notices and other materials to MOLINA.
2. DPH, upon request, will assist with CHDP provider on-site visits to assess current levels of pediatric preventive services provision and access to care by children and adolescents.
3. MOLINA 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.
4. DPH will provide, upon request, MOLINA providers and their staff with Capillary Testing trainings to improve children's access to blood lead testing services.

IX. CALIFORNIA CHILDREN'S SERVICES

A. General Responsibilities

1. DPH administers the California Children's 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 medical conditions whose families are partially or wholly unable to pay for such services.
2. MOLINA is responsible for the provision of health care services for the community's Medi-Cal population under contract with the Department of Health Care Services. Under the terms of MOLINA's contract with the State, medical services for children eligible under the CCS Program are excluded from coverage by the Plan. MOLINA is responsible for health services, including primary care and medical services unrelated to a CCS-eligible medical condition, as long as the child is enrolled with MOLINA.

B. Liaisons

MOLINA shall 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. DPH shall appoint a liaison for coordination of CCS Program policies and procedures, including program standards and regulations regarding medical eligibility and paneled providers and institutions.

C. Identification of Eligible Children and Referral to CCS

1. MOLINA shall develop procedures for identifying children with CCS eligible conditions based on CCS Program eligibility guidelines and arrange for their timely referral to the CCS Program.
2. MOLINA shall utilize the CCS Referral Form in making referrals to the CCS Program. Referrals can be made by telephone, same-day mail or FAX, if available.
3. The effective date of CCS coverage is limited to the first date that a referral is received by the program, subject to determination of eligibility.

4. Referrals for emergency services, including hospital admissions, must be made on the first day the CCS office is open, following the time the service was provided.
5. MOLINA will assure that its providers provide complete baseline health assessment and diagnostic evaluations sufficient to ascertain the evidence or suspicion of a CCS eligible condition, including but not limited to: specific physical findings, laboratory test results, radiology findings, etc.

D. Service Responsibility and Coordination

1. DPH will determine medical and other eligibility for program services and will notify MOLINA, the child's primary care provider, and the family when a child is determined eligible. The CCS Program has the sole authority to make CCS Program eligibility decisions.
2. MOLINA and its providers remain responsible for the medical care of the enrolled child until CCS Program eligibility is determined. After determination of CCS eligibility, MOLINA is responsible for primary care and care unrelated to the CCS eligible medical condition(s).
3. MOLINA will notify CCS of the assigned individual at the Independent Physician Association (IPA) with primary case management responsibility for enrollees referred to or covered by the CCS Program.
4. MOLINA is responsible for the continued provision of case management of all services (primary care and specialty care) for the referred condition until eligibility has been established with the CCS Program.
5. Upon determination of eligibility for the CCS Program, DPH shall be responsible for case management (including prior authorization) of all services related to the CCS condition, including condition-related early periodic screening, diagnostic and treatment (EPSDT) supplemental services.
6. MOLINA remains responsible for the continued provision of primary case management, coordination of services, and health care services other than those required for the CCS condition. MOLINA must provide children with CCS eligible conditions primary care and other services unrelated to the CCS eligible condition, including EPSDT supplemental services.
7. CCS case management/tracking and follow-up
 - a. Determination of the most appropriate and accessible paneled provider(s) to provide care.
 - b. Authorization of medically necessary services for the CCS eligible condition(s).
 - c. Linkage and coordination of the child's care with the authorized provider(s) and agencies in the community.
 - d. MOLINA shall utilize a tracking system to coordinate health care services for members receiving services authorized by the CCS program.

- e. MOLINA shall develop policies and procedures that will specify provider's responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventative services, including immunizations.
- f. MOLINA shall develop policies and procedures that will specify coordination activities among primary care providers, specialty providers and hospital and communication with CCS program case managers.
- g. DPH shall assist MOLINA in assessing and alleviating barriers to assessing primary and specialty care related to the CCS eligible condition. Assisting subscriber/subscriber family to complete enrollment into the CCS program.
- h. DPH shall provide case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs such as Local Education Agencies and Regional Centers.
- i. DPH shall develop a system that will result in transmission of medical reports of services provided by CCS authorized providers to the appropriate plan primary care providers.

E. Record Sharing

- 1. MOLINA shall implement procedures to require the provision of appropriate medical records and/or other documentation from the primary care provider to the CCS Program.
- 2. 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.
- 3. DPH will provide a courtesy copy of the CCS authorization on plan enrollees to MOLINA to facilitate coordination of care and avoid duplication of services.

F. Authorization of Services

- 1. MOLINA and its providers have responsibility for authorization of services prior to the determination of CCS Program eligibility.
- 2. The CCS Program has responsibility for authorization of services related to the CCS eligible condition upon determination of CCS eligibility.
- 3. CCS authorizes treatment and services to appropriate State-approved providers, facilities and special care centers.
- 4. Authorization by CCS for Neonatal Intensive Care Unit (NICU) services shall be limited to Medi-Cal eligible infants who meet the CCS Program's NICU acuity criteria or have a CCS eligible condition 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 or who do not have a CCS eligible condition.

G. Claim Submission and Audit

1. Services authorized by the CCS Program are eligible for fee for service reimbursement from the State Medi-Cal Program.
2. MOLINA and its providers agree to submit CCS-authorized claims for preauditing or payment in compliance with CCS Program policies and procedures. This includes compliance with Medi-Cal Program policies on billing other third party carriers prior to claim submission.

H. Provider Education and Training

1. MOLINA will coordinate MOLINA provider education including training by DPH on CCS policies and procedures.
2. DPH will provide application, referral and other program forms to MOLINA.
3. MOLINA will provide CCS forms and information to its providers.
4. 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.

I. CCS Provider Network

1. MOLINA shall develop a process to review its provider qualifications for CCS provider panel participation and encourage those qualified to become paneled.
2. MOLINA shall identify in training to providers, and in the Provider Manual, those facilities that are designated with CCS approval, including hospitals and Special Care Centers.
3. MOLINA shall ensure access of diagnostic services to appropriate specialty care within the network or medical group. When an appropriate specialist is not available within the network or medical group, MOLINA shall ensure access to an appropriate plan specialist.
4. DPH shall provide MOLINA with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers.
5. DPH shall coordinate with the state CCS office to assure identification of local CCS provider network to health plan.
6. DPH shall coordinate with MOLINA to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed.

J. Problem Resolution

1. DPH and MOLINA 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.

2. DPH shall be represented by the CCS Program Manager for initial problem resolution.
3. MOLINA shall specify a liaison for problem resolution with the CCS Program.

X. SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

- A. DPH administers the WIC Program and provides program services to eligible clients. WIC services are also provided within the County by the Riverside/San Bernardino Indian Health Program. Program services include nutrition assessment and education, breastfeeding promotion and support, referral to health care, and supplemental foods provided on a monthly basis needed to promote good health for low-income pregnant, breast-feeding, and postpartum women, infants and children under the age of five with a medical/nutritional need.
- B. MOLINA providers will inform members of the availability of WIC services including supplemental foods, nutrition education, breastfeeding promotion and support, and community referrals. MOLINA providers will refer eligible members to DPH for WIC services and document the referral in the member's medical record.
- C. MOLINA will inform its providers of the Federal WIC anthropometric and biochemical requirements for program eligibility, enrollment and recertification and provide training to providers on WIC program services and referral requirements.
- D. MOLINA providers will perform the hemoglobin or hematocrit test and height/weight measurements and document such required biochemical and anthropometric data on the most current CHDP and WIC Referral Forms, or a prescription pad written by the MOLINA provider. MOLINA providers will provide additional biochemical test results (i.e. glucose testing) or anthropometric data (i.e. prenatal weight gain), and documentation of other medical conditions if requested and authorized by the patient.
- E. MOLINA will follow the Medi-Cal enteral nutrition policy (See attached) and the Medi-Cal Managed Care Policy Letter 14-003 (see attached) by providing or arranging for medically necessary enteral nutrition products, or formulas, to WIC participants that meet the criteria of a covered Medi-Cal benefit.
- F. DPH will provide one monthly only of WIC-eligible formula while the request is being processed by Molina upon receipt of a completed WIC Referral Form.
- G. MOLINA providers will complete the WIC Referral Form that includes participant's name, prescription date, diagnosis, name of formula, duration, and authorizing signature for members requiring WIC-eligible formula
- H. MOLINA will provide a copy of the member's health assessment and any nutrition risk assessments to WIC after the member's consent has been given to release this information.
- I. MOLINA will coordinate with WIC in conducting outreach efforts, especially to underserved populations.
- J. MOLINA, in conjunction with DPH staff, will develop a list of medical conditions for which it is appropriate to provide medical nutrition therapy. MOLINA providers will provide medical nutrition therapy services for appropriate medically necessary conditions.

- K. MOLINA will collaborate with DPH staff on health, nutrition education, and breastfeeding promotion projects targeted to pregnant and breastfeeding women (particularly teens) and children at the community and individual service level.
- L. DPH will act as a resource to MOLINA and plan providers regarding WIC policies and guidelines, program locations and hours of operation. DPH will provide MOLINA with a recertification schedule for all categories of participants. DPH will assist MOLINA in conducting provider training on WIC Program services and federal regulations.
- M. DPH will inform MOLINA of federal WIC requirements for program eligibility including biochemical and anthropometric measurements.
- N. DPH will distribute WIC Referral Forms to MOLINA.
- O. DPH WIC staff will identify high risk care needs of referred clients; make appropriate referrals for medical and other follow-up care; consult with MOLINA providers as needed to discuss any recommendations for care (e.g. referral for medical nutrition therapy, for prescription formulas, etc); and determine need to provide non-contract formula for infants/children with special needs.
- P. DPH will assist MOLINA in the following Quality Assessment and Improvement activities:
 - 1. The appointment of liaison staff to work cooperatively with MOLINA on QAIP issues;
 - 2. Assistance in provider training and provision of health, nutrition and breastfeeding promotion resources;
 - 3. Assistance in updating plan's WIC policies and guidelines as necessary.

XI. FAMILY PLANNING SERVICES

A. Family Planning Services by DPH

- 1. DPH is an out of plan family planning provider furnishing family planning and related STD services within its scope of practice. DPH will provide family planning services and related STD services without prior authorization to MOLINA members presenting for service at a DPH clinic.
- 2. Family planning services are provided by DPH to individuals of childbearing age to temporarily or permanently prevent or delay pregnancy. These services include:
 - a. health education and counseling necessary to make informed choices and understand contraceptive methods;
 - b. Limited history and physical examination;
 - c. laboratory tests if medically indicated as part of the decision making process for choice of contraceptive methods;
 - d. diagnosis and treatment of STDs, if medically indicated;

- e. screening, testing and counseling of at risk individuals for human immunodeficiency virus (HIV) and referral for treatment;
 - f. follow-up care for complications associated with contraceptive methods issued;
 - g. provision of contraceptive pills, devices and/or supplies;
 - h. pregnancy testing and counseling;
 - i. Pap smears may be provided annually starting at initiation of sexual activity or when appropriate.
3. DPH will obtain informed consent for all contraceptive methods, including sterilization, consistent with State and Federal requirements.
 4. DPH will coordinate care with MOLINA or the member's assigned primary care physician, if known, contingent upon consent by the plan member.
 5. DPH will refer plan members to their MOLINA provider for non-family planning related care.

B. Member Access to Family Planning Services

1. MOLINA plan members may utilize DPH family planning services without prior authorization from MOLINA; it's contracting IPA's, medical groups, or primary care providers.
2. MOLINA will provide plan members with information to allow them to make an informed choice, including: the types of family planning services available, their right to access them in a timely and confidential manner, and their freedom to choose a qualified family planning provider both within and outside the plan's network of providers.

C. Medical Records Management

DPH will request that plan members sign a release of confidential information to provide medical records to MOLINA. Upon consent, DPH will provide appropriate electronic medical records to the patient's assigned provider to allow the MOLINA provider to meet their case management responsibilities.

D. Reimbursement for Family Planning Services

1. MOLINA will reimburse DPH for family planning and related STD services, as detailed in Section IV (C) (2), provided to plan members.
2. Claim submission by DPH and payment by MOLINA shall be consistent with Section 5 of the MOU.

XII. POPULATION BASED PREVENTION PROGRAMS

- A. MOLINA and DPH agree to collaborate in matters pertaining to DPH's community-based prevention programs.
- B. The roles and responsibilities of the parties are as follows:
 - 1. DPH shall identify, develop, and maintain community-based prevention programs;
 - 2. MOLINA shall provide data, training, and other support as mutually agreed upon by the parties to be necessary to achieve the goals of these programs.