

**ATTACHMENT F: LOCAL HEALTH DEPARTMENT MEMORANDUM OF
UNDERSTANDING TEMPLATE**

COVER PAGE

Memorandum of Understanding

between [Medi-Cal Managed Care Plan] and [Local Health Department]

This Memorandum of Understanding (“MOU”) is entered into by [name of Managed Care Plan] (“MCP”) and [name of Local Health Department], a local health department (“LHD”), effective as of [date] (“Effective Date”). [Where ~~the~~ MCP has a ~~delegated Subcontractor or Downstream~~ Subcontractor arrangement ~~and delegates delegating~~ part or all of the responsibilities related to effectuating this MOU to a Knox-Keene licensed health care service plan(s), ~~such Knox-Keene licensed health care service plan(s) shall~~ this Subcontractor or Downstream Subcontractor must be added as an express party to this MOU and named in ~~the~~ is MOU as having the responsibilities set forth herein that are applicable to ~~such~~ this Subcontractor. ~~Each of or Downstream Subcontractor.~~] MCP, and MCP’s relevant Subcontractor ~~and/or Downstream Subcontractor.~~ and LHD may be referred to herein as a “Party” and collectively as “Parties.”

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

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

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

[Notation: This MOU template includes language, notated in italics and bracketed, that the Parties may want to add to this MOU to increase collaboration and communication. MCP and LHD may also agree to additional provisions provided that they do not conflict with the requirements of this MOU.]

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the Department of Health Care Services (“DHCS”), unless

otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

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

b. “MCP-LHD Liaison” means MCP’s designated point of contact(s) responsible for acting as the liaison between MCP and LHD Program Liaison(s) as described in Section 4 of this MOU. The MCP-LHD Liaison(s) must ensure that the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 10 of this MOU, and must provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. “LHD Responsible Person” means the person designated by LHD to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 10 of this MOU, and ensure LHD’s compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LHD practices.

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

2. Term. This MOU is in effect as of the Effective Date and continues for a term of *[The Parties may agree to a term of three (3) years or another term as agreed to by MCP and LHD.]* or as amended in accordance with Section ~~46~~17.f of this MOU.

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

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and ~~ensuring MCP’s Network Providers~~

~~coordinate the provision of coordinating~~ care for Members ~~as provided in the applicable Medi-Cal Managed Care Contract and services~~ provided by ~~the MCP and MCP's Network Providers and other providers of~~ carve-out programs, services and benefits to Members, such as dental benefits.

b. **Oversight Responsibility.** The [insert title] (“the designated MCP Responsible Person”), listed ~~on~~ in Exhibit A of this MOU, is responsible for overseeing MCP’s compliance with this MOU. The MCP Responsible Person must:

i. ~~m~~Meet at least quarterly with the LHD Responsible Person and LHD Program Liaisons, as required by Section ~~9~~10 of this MOU;

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

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

iv. ~~ensure an~~Ensure the appropriate level of MCP leadership ~~on~~ (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from ~~both the MCP and the LHD~~LHD are invited to participate in the MOU engagements, as appropriate;

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

vi. ~~s~~Serve, or may designate a person at MCP to serve, as the ~~day-to-day~~MCP-LHD Liaison, the point of contact and liaison with LHD or LHD programs (“~~MCP-LHD Liaison~~”); ~~the~~. The MCP-LHD Liaison is listed on Exhibit A of this MOU. MCP must notify LHD of any changes to the MCP-LHD Liaison in writing as soon as reasonably practical but no later than the date of change and ~~shall~~must notify DHCS within five ~~(5)~~ Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, ~~to~~ comply with any/all applicable provisions of ~~the~~is MOU.

5. LHD Obligations.

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

b. **Oversight Responsibility.** The [insert title] (“the designated LHD Responsible Person”), listed ~~on~~ in Exhibit B of this MOU, is responsible for overseeing LHD’s compliance with this MOU. ~~Each~~It is recommended that this person be in a

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

[The Parties may ~~add~~ agree to additional requirements such as:

- *The LHD Responsible Person must ensure there is sufficient staff at LHD who support compliance with and management of this MOU.*
- *LHD must develop and implement MOU compliance policies and procedures for LHD programs, including oversight reports and mechanisms to address barriers to care coordination.*
- *The LHD Responsible Person must ensure that training and education regarding MOU provisions are conducted annually ~~for~~ LHD employees, Subcontractors, Downstream Subcontractors, and Network Providers as applicable.*
- *The LHD Program Liaison ~~is responsible for meeting(s) must meet~~ MOU compliance requirements, as determined by policies and procedures established by ~~the~~ LHD, and reporting must report to the LHD Responsible Person.]*

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its ~~respective~~ employees, who carry out responsibilities under this MOU and, as applicable, for MCP’s Network Providers, ~~as applicable,~~ Subcontractors, and Downstream Subcontractors who ~~carry~~ assist MCP with carrying out MCP’s responsibilities under this MOU. The training ~~will~~ must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. ~~The~~ For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training ~~must be provided~~ within [The Parties may agree to 30, 45, or 60 Working Days.] of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and LHD programs and services to its ~~contracted providers.~~ Network Providers. *[The Parties may agree to make this requirement mutual.]*

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

Network Providers related to accessing Medically Necessary Covered Services, including ~~these for services~~ provided by ~~the~~ LHD.

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

[The Parties may ~~add~~ agree to additional requirements such as:

- ~~The Parties must together develop~~ If MCP or LHD develops training and education resources covering the services provided or arranged by the Parties, ~~and then~~ each Party must share its training and education resources with the other Party to ensure the information included in their respective training and education resources sets forth an accurate set of services provided or arranged for by each Party and is consistent with MCP and LHD policies and procedures, and with clinical practice standards.
- ~~The Parties must develop and share outreach communications and initiatives~~ make information that describes MCP Covered Services and/or LHD services or programs under this MOU available to share resources about MCP and Members, LHD with clients, and/or other individuals who may be eligible for MCP Covered Services and/or LHD programs these resources.
- MCP training materials shared with LHD must include billing and claims requirements for LHD reimbursement for non-contracted LHD services pursuant to Section ~~1213~~.
- MCP must share LHD provider training and/or educational opportunities that MCP is aware of with Network Providers and practitioners.
- LHD must provide ~~training and educational materials~~ to the LHD Program Liaison(s) and LHD program providers training and educational materials on MCP's Covered Services, including non-emergency medical transportation ("NEMT") and non-medical transportation ("NMT"), to support LHD program providers in assisting Members with accessing MCP's Covered Services.]

7. Referrals.

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

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

ii. MCP must refer Members to ~~the~~ LHD for direct service programs as appropriate including, without limitation, those set forth in Section ~~4213~~.

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

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

[The Parties may agree to additional requirements such as:

Closed Loop Referrals. ~~By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding Closed Loop Referrals~~ closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,¹ DHCS All-Plan Letter (“APL”) 22-024, and or any subsequent version of the 2024 Managed Care Contract, as amended from time to time, APL, and as set forth by DHCS through an APL, or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of Closed Loop Referrals closed loop referrals guidance within ~~ninety (90) days~~ Working Days of issuance. The Parties must establish a system that tracks cross-system referrals and meets all requirements ~~as set forth by DHCS through an APL or other, similar guidance.~~]

8. Care Coordination and Collaboration.

a. Care Coordination.

i. The Parties must adopt policies and procedures for coordinating Members’ access to care and services that incorporate all ~~of~~ the specific requirements set forth in this MOU, including those in the Program Exhibits.

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

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

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

a. Blood Lead Screening and Follow-up Testing.

i. MCP must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) and two (2) in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the Medi-Cal Managed Care Contract, and APL 20-016, or any superseding APL.

¹ CalAIM Population Health Management Policy Guide available at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>.

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

iii. MCP must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH requirements² and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract.

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

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

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

b. Case Management for Elevated Blood Lead Levels

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

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

9-10. Quarterly Meetings.

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

² For more information see CDPH Childhood Lead Poisoning Prevention Branch, *Standard of Care on Screening for Childhood Lead Poisoning*, available at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/screen_regs_3.aspx

such activities. ~~[The Parties may agree to meet more frequently.]~~ These meetings may be conducted virtually.

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

ii. ~~MCP must invite LHD program~~ the LHD Responsible Person, LHD Program Liaison(s), and LHD executives, to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues.

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

iv. ~~ii.~~ Subcontractors and Downstream Subcontractors, as well as other LHD program staff should be permitted to participate in these meetings, as appropriate.

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

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

10-11. Quality Improvement. The Parties must ~~establish policies and procedures~~ develop QI activities specifically for the oversight of the ~~MOU~~ requirements of this MOU, including, without limitation, ~~requirements related to QI activities, including, but not limited to,~~ any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track ~~cross-system referrals, Member engagement, and service utilization~~ and to prevent duplication of services rendered. MCP must document these QI activities in policies and procedures.

[The Parties may ~~add~~ agree to additional requirements, such as: ~~The~~ a requirement that the Parties must adopt joint policies and procedures establishing and addressing QI activities for coordinating the care and delivery of services for Members.]

11-12. Population Needs Assessment- (“PNA”). ~~MCP will meet the PNA requirements by demonstrating meaningful participation in LHD’s Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates.~~³ MCP must coordinate with LHD to develop a process to implement DHCS guidance regarding the PNA requirements once issued. MCP must work collaboratively with ~~the~~ LHD to develop and implement a process to ensure that

³ CalAIM: Population Health Management Policy Guide (updated August 2023), available at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-August-Update081723.pdf>

MCP and LHD comply with the applicable provisions of the PNA guidance within ~~ninety~~ (90) days of issuance.

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

- a. ~~S~~sexually transmitted infection (“STI”) screening, assessment, and/or treatment;
- b. ~~F~~family planning services;
- ~~c. Immunizations;~~
- ~~d.c. Blood lead screeningimmunizations;~~ and
- ~~e.d. HIV testing and counseling;~~

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

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

a. **Data Exchange.** MCP must, and LHD is encouraged to, share, ~~at a the~~ minimum, necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include Member demographic ~~information,~~ behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results, and known changes in condition that may adversely impact the Member’s health and/or welfare and that are relevant to the services provided or arranged for by ~~the LHD. LHD;~~ for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit G of this MOU. The Parties must annually review and, if appropriate, update Exhibit G to facilitate sharing of information and data.

i. MCP must, and LHD is encouraged to, share information necessary to facilitate referrals as described in Section 7 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.

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

~~[The Parties may add requirements such as:~~

- ~~• The MCP and LHD must enter into the state's Data Exchange Framework Data Sharing Agreement ("DSA") (Exhibit G) for the safe sharing of information.~~
- ~~• If Member authorization is required, the Parties must agree to a standard consent form to obtain a Member's authorization to share and use information for the purposes of treatment, payment, and care coordination protected under 42 C.F.R. Part 2.]~~

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

~~[The Parties may agree to additional requirements such as:~~

~~**Disaster and Emergency Preparedness.** The Parties must develop policies and procedures to mitigate the effects of natural, man-made, or war-caused disasters involving emergency situations and/or broad health care surge events greatly impacting the Parties' health care delivery system to ensure the continued coordination and delivery of LHD programs and services and MCP's Covered Services for impacted Members.]~~

14.15. Dispute Resolution.

a. The Parties must ~~jointly~~ agree to dispute resolution ~~policies and~~ procedures such that in the event of any dispute, difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and LHD should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and LHD must continue without delay to carry out all ~~its~~their responsibilities under this MOU, including providing Members with access to services under this MOU, unless ~~the~~is MOU is terminated. If the dispute cannot be resolved within [~~suggested: fifteen~~ (15) calendar days Working Days] of initiating such dispute 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 under California law.

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

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

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

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

15-17. General.

a. **MOU Posting.** ~~M~~H~~C~~P must post this executed MOU on its website.

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

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

d. **No-Delegation.** ~~The Parties cannot delegate this MOU; provided, however,~~ MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the ~~Medi~~Medi-

Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a ~~p~~Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified ~~in~~by the Parties through a writing executed by the Parties, ~~provided, however, that. However,~~ this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a ~~s~~State or federal oversight entity.

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

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

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

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

(Remainder of this page intentionally left blank)

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

MCPMCP CEO or Responsible Person

LHD

LHD Director or Responsible Person

Signature:

Name:

Title:

Notice Address:

Signature:

Name:

Title:

Notice Address:

**[Subcontractor] or Downstream
Subcontractor]**

Signature:

Name:

Title:

Notice Address:

[MCP, if multiple MCPs in County]

Signature:

Name:

Title:

Notice Address:

Exhibits A and B.

[Placeholder for eExhibits to contain MCP and LHD Program Liaisons as referenced in Sections 4.b and 5.b of this MOU]

<u>Programs (e.g., California Children's Services)</u>	<u>Designated MCP Liaison</u>	<u>Designated LHD Program Liaison(s)</u>

[Notation: The Parties should each list their designated Responsible Person(s) and liaison(s) by name and contact information in this Exhibit. For example, if LHD has different persons designated to act as the liaison for CCS and Blood Lead Screening, each should be listed in this Exhibit by name, contact information, and designated role.]

Exhibit C. Non-Contracted LHD Services.

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

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

i. MCP must reimburse LHD for immunization services provided under this MOU at no less than the Medi-Cal ~~Fee for Service ("FFS")~~ rate.

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

~~iii. MCP must provide updated information on the status of the Members immunizations to LHD.~~

~~iv. If LHD provide immunizations, LHD should provide updated information on Member's immunization status to MCP.~~

b. Blood Lead Screening. MCP ~~must ensure the provision and coverage of a blood lead screening test to Members at ages one (1) and two (2) in accordance with 17 C.C.R. §§ 37000-37100 and APL 20-016.~~

~~i. MCP must ensure its Network Providers follow the Childhood Lead Poisoning Prevention Branch ("CLPPB") guidelines when interpreting blood lead levels and determining appropriate follow-up activities, including, without limitation, appropriate referrals to LHD.~~

~~ii. MCP must identify, at least quarterly, all Members under six (6) years of age with no record of receiving a required lead test and must remind LHD of the requirement to test children.~~

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

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

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

iii. MCP must reimburse LHD for family planning services at a rate no less than the appropriate Medi-Cal FFS rate for services listed in ~~Exhibit A, Attachment III, Section 5.2.8~~Medi-Cal Managed Care Contract (Specific Requirements for Access to Program and Covered Services), provided to Members of childbearing age to temporarily or permanently prevent or delay pregnancy.

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

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

Exhibit D. Tuberculosis (“TB”) Direct Observed Therapy (“DOT”) Screening, Diagnosis, Treatment, and Care Coordination.

1. Parties’ Obligations.

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

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

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

2. Care Coordination.

a. LTBI Testing and Treatment.

i. TB Risk Assessment. MCP must provide screening through Network Providers for LTBI in all Members with risk factors for TB infection as recommended by the U.S. Preventive Services Task Force (“USPSTF”) and the AAP.⁴ The CDPH TB Risk Assessment Tools⁵ should be used to identify adult and pediatric patients at risk for TB.

ii. TB Testing. MCP should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection and should recommend the Interferon Gamma Release Assay (“IGRA”) blood test for Members when screening for LTBI in order to comply with current standards outlined by the CDC, CDPH, the California TB Controllers Association,⁶ and/or the American Thoracic Society (“ATS”)⁷ for conducting TB screening.

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

⁴ AAP, Red Book Report of the Committee on Infectious Diseases, 32nd Ed., available at: <https://publications.aap.org/redbook/book/347/chapter/5748923/Introduction>

⁵ CDPH, TB Risk Assessment Tools, available at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Risk-Assessment.aspx>

⁶ California Tuberculosis Controllers Association (“CTCA”), Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: <https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/>

⁷ ATS/Infectious Diseases Society of America/CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children, available at: <https://www.thoracic.org/statements/resources/tb-opi/diagnosis-of-tuberculosis-in-adults-and-children.PDF>

iv. LTBI Treatment. MCP should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation⁸ and CDC LTBI Treatment Guidelines⁹, which recommend treating individuals diagnosed with LTBI.

b. Reporting of Known or Suspected Active TB Cases.

i. MCP must require Network Providers to report to LHD by electronic transmission, phone, fax, and/or the Confidential Morbidity Report¹⁰ known or suspected cases of active TB disease for any Member residing within [LHD/covered service area] within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.

ii. MCP must obtain LHD's Health Officer (or designee's) approval in the jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease.¹¹

c. Active TB Disease Testing and Treatment.

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

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

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

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

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

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

⁸ US Preventive Services Task Force, Screening for Latent Tuberculosis Infection in Adults (May 2, 2023):

https://jamanetwork.com/journals/jama/fullarticle/2804319?utm_campaign=articlePDF&utm_medium=articlePDFlink&utm_source=articlePDF&utm_content=jama.2023.3954

⁹ CTCA, Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: <https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/>.

¹⁰ CDPH, TB Confidential Morbidity Report, available at:

<https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph110b.pdf>.

¹¹ Cal. Health & Safety Code Sections 121365 and 121367 grant local health officers with the authority to issue any orders deemed necessary to protect the public health which may include authorizing the removal to, detention in, or admission into, a health facility or other treatment facility.

iii. Treatment.

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

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

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

iv. Case Management.

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

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

~~b. MCP must refer Members with active TB and/or who have any of the following risk factors to the TB control officer of LHD for DOT:~~

~~i. Members with demonstrated multiple drug resistance (defined as resistance to isoniazid and rifampin);~~

~~ii. Members whose treatment has failed or who have relapsed after completing a prior regimen; children and adolescents; and~~

~~iii. Members who have demonstrated noncompliance (those who failed to keep office appointments).~~

2.3. MCP must assess Members with the following ~~Members for the~~ conditions or characteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness, the elderly, child, and adolescent Members; persons with unmet housing needs, ~~and;~~ persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. If ~~an MCP's~~ a Member's Network Provider believes that a Member with one or more of these risk factors is at risk for noncompliance, MCP must refer the Member to LHD for DOT.

~~c. MCP must require its Providers to refer Members with active TB and who have treatment resistance or are at risk of noncompliance issues with the treatment regimen to the TB control officer of LHD for DOT.~~

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

2. Care Coordination.

4. The Parties must ensure, as needed, joint LHD is responsible for assigning a TB case management manager to notify the Member's PCP of suspected and active TB cases, and the TB case manager must be the primary LHD

contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.

3.5. MCP should provide LHD with the contact information for the MCP-LHD Liaison to assist with coordination between the MCP Network Provider and LHD TB control officer for Members on DOT each diagnosed TB patient, as necessary.

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

~~iii.—MCP must provide LHD with a designated MCP Provider or staff responsible for coordination of care for each diagnosed TB patient. The designated MCP Provider must be the primary MCP contact for coordination of care with LHD for suspected and active TB cases.~~

~~**b. Technical Assistance and Provider Training.**~~

~~i.—LHD must provide MCP with current standards, protocols, and health education resources regarding the screening, treatment, and control of TB.~~

~~ii.—MCP and LHD must provide continuing education to MCP Network Providers on the screening, treatment, and control of TB using these materials.~~

~~iii.—LHD must provide technical assistance to MCP Providers and forms for the reporting of TB.~~

~~**c. TB Screening.**~~

~~i.—MCP will inform its Providers of the requirement to utilize Mantoux skin testing to screen patients for TB. MCP must require Providers to:~~

~~1.—Conduct TB skin testing for Members aged zero to twenty-one (0-21) years, in compliance with current American Academy of Pediatric requirements; and~~

~~2.—Offer TB testing to adult Members based on an assessment of risks described in the U.S. Preventive Services Task Force guideline.~~

~~ii.—MCP and its Providers must utilize laboratories that conform to all provisions of 17 C.C.R. § 2505 and American Thoracic Society (“ATS”) and Centers for Disease Control and Prevention (“CDC”) guidelines.~~

~~iii.—At MCP's request, LHD must provide to MCP a list of laboratories that conform to state requirements and meet CDC/ATS recommendations.~~

~~4.6. **Reporting of Known or Suspected TB Cases.** MCP must require MCP Network Providers to report to LHD by phone, fax, and/or confidential morbidity report known or suspected cases of TB for any MCP Member residing within [LHD/covered service area] within one (1) day of identification.~~

~~**d. Case and Contact Investigations and Chemoprophylaxis.**~~

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

ii. LHD ~~must be~~ responsible for ~~the conduct of case~~conducting contact investigation activities for all persons with suspected or confirmed TB ~~cases, active TB in accordance with Cal. Health & Safety Code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines,~~¹² including:

1. ~~Identifying, screening, and conducting and ensuring recommended testing, examination, and~~ other follow-up investigation activities for contacts with suspected or confirmed active cases;

~~1. Investigating child positive/reactors of one (1) year of age or less;~~

2. ~~Ensuring that MCP~~Communicating with MCP's Network Providers ~~are provided with written procedures and guidelines about guidance~~ for examination of contacts and chemoprophylaxis; and

3. ~~Providing field-based tuberculin testing for Members as needed~~Working with Network Providers to ensure ~~proper~~completion of TB evaluation ~~and treatment.~~

iii. MCP is responsible for ensuring its Network Providers cooperate with LHD in the conduct of casecontact investigations,¹³ including:

~~1. Providing medical records as requested and specified~~ within the time frame requested;

~~2.1. Ensuring that any results of a tuberculin test conducted by MCP Providers as part of an LHD investigation will be reported within three (3) days;~~

~~3.2. Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of MCP and its Network Providers, including requiring MCP's Network Providers to provide appropriate examination of Members identified by LHD as contacts within seven (7) days; and~~

~~3. Ensuring Member access to LTBI testing and treatment and following LTBI~~ Treatment Guidelines published by the CDC.¹⁴

~~4. Requiring that its Network Providers to provide the examination results to LHD within three (3) days.~~

~~5.4. one day for positive TB Treatment results, including:~~

~~i. LHD must provide outpatient diagnostic and treatment services to all active or potentially active (ATS Class III and Class V) pulmonary and laryngeal TB cases occurring in school-age, adolescent, and adult Members. These outpatient~~

¹² CDPH/CTCA Guidelines for the Assessment of Tuberculosis Patient Infectiousness and Placement into High and Lower Risk Settings, available at: https://ctca.org/wp-content/uploads/2018/11/ctcaciguideelines117_2.pdf; CDPH TB Control Branch, Resources for Local Health Departments, available at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>

¹³ Cal. Health & Safety Code Section 121350-121460 (standards for tuberculosis control).

¹⁴ CDC, Latent Tuberculosis Infection Resources, available at: <https://www.cdc.gov/tb/publications/ltbi/ltbiresources.htm>

~~services include physical examination, drug therapy, laboratory testing, radiology, and compliance-related support services, including DOT.~~

~~ii. LHD must electronically request DOT medication prescriptions for each patient to fill at an MCP-approved pharmacy.~~

~~iii. LHD must coordinate the provision of TB treatment and related services with the Eligible Beneficiary's primary care physician or other assigned clinical services provider, including the provision of a treatment plan.~~

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

~~**e. Reimbursement.**~~

~~i. MCP must reimburse LHD for diagnostic and treatment services, if applicable, as specified in Section [] under its Network Provider Agreement with the LHD.~~

~~ii. MCP does not cover DOT. LHD must submit claims for reimbursement of DOT services directly to the state Medi-Cal program.~~

Network Providers;

(a) Results of IGRA or tuberculin tests conducted by

performed; and

(b) Radiographic imaging or other diagnostic testing, if

evaluation by the Network Provider.

(c) Assessment and diagnostic/treatment plans, following

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

Exhibit E. Maternal Child and Adolescent Health.

This Exhibit E governs the coordination between ~~providers of maternal, child, and adolescent health services~~ LHD Maternal, Child and Adolescent Health Programs (“MCAH Programs”) and MCP for the delivery of care and services ~~provided to~~ Members who reside in ~~the LHD~~ LHD’s service area and may be eligible for one or more ~~Local Maternal, Child, and Adolescent Health~~ MCAH Program (“MCAH Programs”), ~~including to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to:~~ the Black Infant Health Program, the Adolescent Family Life Program, the ~~Comprehensive Perinatal Services Program, the~~ California Home Visiting Program, and/or ~~the~~ Children and Youth with Special Health Care Needs (“CYSHCN”). Program.

1. Parties’ Obligations.

a. ~~Per~~ Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment (“EPSDT”) ~~services coverage requirements;~~¹⁵ MCP must ensure the provision of all screening, preventive, and Medically Necessary diagnostic and treatment services for Members under 21 years of age.

b. The MCP Responsible Person serves, or may designate a person at MCP to serve, as the day-to-day liaison with ~~the~~ LHD specifically for MCAH Programs (“e.g., the MCP-MCAH Liaison”); ~~the~~ MCP-MCAH Liaison is listed ~~on~~ in Exhibit A (the designated person may be the same as the MCP-LHD Liaison). MCP must notify LHD of any changes to the MCP-MCAH Liaison in accordance with ~~the~~ Section 4 of this MOU.

c. To the extent that programs are offered by LHD and to the extent LHD resources allow, LHD must administer MCAH Programs, funded by CDPH, in accordance with ~~California Department of Public Health (“CDPH”)~~ CDPH guidance set forth in the Local MCAH Programs Policies and Procedures manual¹⁶ and other guidance documents.

d. The LHD Responsible Person may also designate a person to serve as the day-to-day liaison with ~~the~~ MCP specifically for one or more MCAH Programs (“MCAH e.g., LHD Program Liaison”); ~~(s);~~ the MCAH LHD Program Liaison (s) is listed ~~on~~ in Exhibit B ~~(the designated person may be the same as the LHD Liaison);~~ LHD must notify MCP of changes to the MCAH Liaison as soon as reasonably practical but no later than the date LHD Program Liaison in accordance with Section 5 of ~~change~~ this MOU.

¹⁵ Additional guidance available in APL 23-005:

<https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf>

¹⁶ CDPH, Local MCAH Programs Policies and Procedures (updated May 2023), available at: <https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf>

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

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

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

c. LHD is responsible for providing MCP with information regarding how MCP and ~~its~~ Network Providers ~~s~~ can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. LHD is responsible for working with MCP, as necessary, to revise referral processes and to address barriers and concerns related to referrals to MCAH Programs.¹⁷

d. LHD is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs: in accordance with MCAH Programs' enrollment practices and procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs [~~and/or enrolling Members, as applicable for~~in MCAH Programs ~~into such programs~~] within [~~X~~] ~~business days~~insert #] Working Days of receiving a referral. [~~For LHD to~~should provide a definitive time period. If the definitive time period differs per MCAH Program, LHD should include the time period for each program.]

e. LHD is responsible for coordinating with MCAH ~~p~~Programs to conduct the necessary screening and assessments to determine ~~the Members~~Members' eligibility for and the availability of one or more MCAH Programs and coordinate with MCP and/or ~~its~~ Network Providers as necessary to enroll Members.¹⁸

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

3. Care Coordination and Collaboration.

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

¹⁷ CDPH, Local MCAH Programs Policies and Procedures, available at: <https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf>

¹⁸ CDPH, Local MCAH Programs Policies and Procedures, available at: <https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf>

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

~~c. LHD should ensure that MCAH Programs develop collaborative relationships with MCP as one of the agencies, and/or community groups within LHD's jurisdiction capable of providing family-centered, culturally competent services.~~

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

d. Coordination of Medi-Cal for Blood Lead Screens.

~~i. MCP must cover and ensure the provision of a blood lead screening test to Members at ages one (1) and two (2) in accordance with 17 CCR §§ 37000 – 37100~~**Kids and** in accordance with APL 20-016. If an MCAH Provider performs Blood Lead Screening, they will be compensated in accordance with Section 12 of this MOU and must comply with the requirements in Exhibit C (Non-Contracted LHD Services).

~~ii. MCP must coordinate with its Network Providers and the MCAH Provider to ensure each eligible Member receives a blood lead screening. If the MCAH Provider performs the blood lead screening, they will share the results with MCP so that MCP can, among other things, ensure this service is not duplicated.~~

~~iii. MCP must identify, at least quarterly, all Members under six (6) years of age with no record of receiving a required blood lead test, and remind the responsible Provider, which may include MCAH Providers, of the requirement to test the Members.~~

~~iv. Each quarter, MCP must share with MCAH Liaison a list of those Members enrolled in MCAH Programs who have not received a required blood lead test to assist MCAH Providers with providing such test to Members.~~

~~v. If the Member refuses the blood lead screen test, MCP must coordinate with LHD and MCAH Providers to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian of the Member is documented in the Member's Medical Record is signed and noted in the Member's Medical Record. If the provider is unable to obtain a statement of voluntary refusal, the Provider must document the reason for not obtaining a signed statement of refusal in the member's medical record.~~

4. Coordination of Teens (formerly EPSDT) Services.¹⁹

¹⁹ Additional guidance available in APL 23-005:

<https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf>

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

1. Assess the Member's need for ~~EPSDT~~ Medically Necessary EPSDT services, including mental, behavioral, social, and/or developmental services, utilizing the ~~American Academy of Pediatrics~~ AAP Periodicity Table²⁰ and the ~~Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices ("CDC's ACIP")~~ child vaccination schedule²¹ ~~as, the~~ required needs assessment tools;

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

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

5. Quarterly Meetings.

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

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

[The ~~p~~Parties may ~~add~~agree to additional requirements, such as: that MCP and LHD may collaborate to collect feedback from Members in MCAH Programs on topics of interest to Parties through surveys, focus groups, or other agreed-upon methods, and in accordance with this MOU.]

6. Quality Improvement. MCP and LHD must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out the obligations under this MOU. ~~Where blood lead screening is done by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at the state level, MCP must coordinate directly with the CLPPB to address barriers to care coordination.~~

²⁰ ~~American Academy of Pediatrics~~ AAP Periodicity Table available at: https://downloads.aap.org/AAP/PDF/periodicity_schedule.pdf

²¹ ~~Centers for Disease Control and Prevention~~ CDC ACIP Child Vaccination Schedule available at <https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>; <https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>

~~4. Data Information and Exchange.~~

7. Data Information and Exchange.

[The Parties may ~~add~~agree to additional requirements such as:

- MCP and LHD must exchange data and Member enrollment information in MCAH Programs and Member information related to prevention, wellness, and home visiting activities, or services designed to minimize health disparities, to ensure Members are receiving all Medically Necessary services.
- LHD will seek authorization from ~~the~~ MCAH Program participants eligible to enroll in MCP ~~to allow~~services or programs such as ECM or Community Supports so LHD ~~to can~~ provide ~~to~~ MCP with the participants' information regarding their needs for MCP Covered Services.]

Exhibit F. California Children's Services.

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

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

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

2.1. Party Obligations.

a. MCP Obligations.

i. MCP must ensure all Medically Necessary Covered Services related to the CCS condition are provided until a determination of CCS Program eligibility is made. MCP must continue to provide all Medically Necessary Covered Services to the Member if the CCS Program determines the referred Member is not eligible for the CCS Program and for services not provided through the CCS Program.

ii. MCP must provide all Medically Necessary Covered Services not authorized by the CCS Program for CCS-enrolled Members, including, without limitation, Medi-Cal for Kids and Teens (previously known as EPSDT) services, pediatric preventive services, and immunizations unless determined to be medically contraindicated in accordance with the Medi-Cal Managed Care Contract and APL 23-005.

iii. ~~MCP must arrange all Private Duty Nursing ("It is MCP's responsibility to provide case management (arranging PDN") hours authorized by the CCS Program that Members desire to utilize)~~ in accordance with APL 20-012 and any superseding APL or other, similar guidance.

iv. MCP must provide to the CCS Program, in a timely manner, all medical utilization and other clinical data ~~to the CCS Program~~ necessary for the CCS Program to complete ~~the~~ annual medical, ~~financial, and residential~~ determinations and redeterminations, as well as other medical determinations, as needed, for CCS-eligible Members.

b. LHD Obligations.

i. LHD must ensure that its CCS Program authorizes and provides medical case management services for the medical conditions outlined and authorized

in Cal. Code Regs. tit. 22 ~~§Sections~~ 41410-41518.9 for Members who have CCS-covered conditions (referred to as “CCS-Eligible ~~Conditions~~”).~~Condition(s)~~).²²

ii. LHD is responsible for making all CCS Program medical, financial, and residential eligibility determinations for potential CCS-eligible Members, including responding to and tracking appeals relating to CCS Program ~~medical~~ eligibility determinations and annual redeterminations.

[Replace 1.b.ii with the following for Dependent Counties: DHCS is responsible for CCS Program medical eligibility determinations and redeterminations, and ~~the~~LHD’s CCS Program is responsible for financial and residential eligibility determinations and redeterminations for potential CCS-eligible Members. Such medical eligibility determinations and redeterminations include eligibility determinations for (i) Medical Therapy Program (“MTP”) services; (ii) High-Risk Infant Follow-up (“HRIF”) Program services; and (iii) organ transplants and related services. DHCS ~~shall~~may utilize the information shared by MCP to conduct medical determinations and redeterminations to determine the Member’s eligibility for the CCS Program. ~~#To the extent that DHCS is responsible for conducting the eligibility determinations on behalf of the CCS Program in the dependent county, if~~ DHCS determines a Member is eligible for CCS Program services, it will notify the CCS Program of such eligibility ~~and~~at which point LHD must ensure the CCS Program coordinates the Member’s care and case management with MCP.]

3-2. Training and Education.

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

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

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

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

iii. aA statement that the CCS Program reimburses only CCS-paneled providers and CCS-approved hospitals ~~within MCP’s network, and that reimbursement is only from the date of referral;~~

²² Covered conditions and regulations applicable to the CCS Program are described by CCS numbered letters (“NLs”Numbered Letters (“NL”)) located on the CCS website, available at www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx; <https://www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx>

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

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

vi. ~~the ways that the Primary Care Provider~~ ("Information on how the PCP") can assist with accessing CCS Program authorized services and can coordinate such services with other services Members may receive.

4.3. Referrals and Eligibility Determinations.

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

[Add the following for Dependent Counties: ~~Upon~~To the extent applicable in the dependent county, upon referring Members who may be CCS-eligible to the CCS Program, MCP must also submit ~~the Member's~~Members' medical utilization information, clinical data, and any other necessary information ~~to DHCS~~, in the manner specified by DHCS, to CCSDirectedReview@dhcs.ca.gov to ensure DHCS has the requisite information to conduct the Member's medical eligibility determination.]

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

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

1. ~~h~~Has a medical diagnosis, records, or history suggesting potential CCS ~~condition(s)~~Eligible Condition(s) as outlined in the CCS ~~Medical Eligibility Guide;~~²³medical eligibility regulations;

2. ~~p~~Presents at a hospital emergency room, a provider office, or an other health care facility for a non-CCS condition, and for whom the medical evaluation identifies a potential CCS-Eligible Condition(s);

3. ~~i~~s an infant with a potential CCS-Eligible Condition at the time of discharge from the neonatal intensive care unit (~~"NICU"~~) (such Member must be assessed for eligibility, and, if eligible, referred to the CCS Program's HRIF program); or

4. ~~h~~Has diagnostic evidence that the Member has a condition eligible for Medical Therapy Program (~~"MTP"~~) services from the CCS Program's Medical Therapy Unit (~~"MTU"~~); or

²³ ~~CCS Medical Eligibility Guide available at~~
<https://www.dhcs.ca.gov/services/ccs/Documents/CCSMedicalEligibility.pdf>.

5. ~~m~~May have a newly identified potential CCS-Eligible Condition(s) as determined by a Network Provider.²⁴

~~iii. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual²⁵, LHD must ensure that within five calendar days from the receipt of a referral from MCP the CCS Program staff review the information provided and take one of the following actions:~~

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

b. LHD Eligibility Determination.

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

[Replace 3.b.i with the following for Dependent Counties: LHD is responsible for conducting Members' financial and residential eligibility determinations. DHCS must determine Members' medical eligibility, initially and on an annual basis, for CCS-Eligible ~~Conditions~~Condition(s) based on evaluation of documentation provided by MCP or by a CCS paneled provider. DHCS must notify LHD of Members who meet the medical eligibility criteria and must assist LHD with ensuring such Members are enrolled in its CCS Program.]

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

~~iii. LHD must ensure that within five (5) calendar days from the receipt of a referral from MCP, the CCS Program staff review the information provided and take one of the following actions:~~

- ~~1. accept the referral as complete as defined in the CCS Case Management Procedure Manual;²⁶ or~~

²⁴ Additional information about the MTP is available at <https://www.dhcs.ca.gov/services/ccs/Documents/CCS-NL-Whole-Child-Model-Revised.pdf>~~https://www.dhcs.ca.gov/services/ccs/Documents/CCS-NL-Whole-Child-Model-Revised.pdf.~~

²⁵ CCS Program Administrative Case Management Manual: Chapter One, available at <https://www.dhcs.ca.gov/services/ccs/Documents/CCSAdminCaseManManual.pdf>

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

~~2. reject the referral as incomplete and forward a transmittal notice to MCP as required by the CCS Case Management Procedure Manual.²⁷~~

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

~~v.iv.~~ ~~The~~ LHD must create and send the Notice of Action (“NOA”) to a Member who is determined to be ineligible for or is denied CCS Program services. Each NOA must notify the Member of their ineligibility ~~and in accordance with Cal. Code Regs. tit. 22 Sections 42131 and 42132 and must~~ refer the Member back to MCP, which remains responsible for providing the Medically Necessary Covered Services to correct or ameliorate Members’ physical conditions and/or mental illnesses; ~~;~~ **[Remove for Dependent Counties and add as a new section: DHCS is responsible for creating a NOA for a Member who is denied services or is determined to be medically ineligible, and LHD is responsible for sending such NOA to a Member evaluated for its CCS Program.]**

~~1. informs the child determined to be ineligible and their family (or designated legal caregiver) of the CCS Program’s eligibility appeal process;~~
~~2. notifies MCP of the Member’s CCS eligibility determination;~~
and

~~3. notifies MCP when the CCS Program becomes aware that a Member receiving CCS Program services has moved out of the county.~~

~~vi.v.~~ If LHD receives a Member referral through an Inter-County Transfer (“IGT”),¹ the CCS Program must ~~inform the Member or Member’s family that they must contact the county Medi-Cal office to update the Member’s address~~ complete applicable activities as set forth in MEDS and tell the family that if the Member has Supplemental Security Income (“SSI”), the family needs to contact the SSI office in the child’s Receiving County to update the address in MEDS the DHCS CCS Inter-county Transfer NL.

c. Enhanced Care Management (“ECM”) Referrals.

i. The CCS Program ~~is responsible~~ should work with MCP to create a referral pathway for identifying Members who may be ECM for ECM-eligible for ECM and referring such Members to MCP for ECM, as appropriate ~~Members.~~

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

iii. In cases where a Member is enrolled in the CCS Program and such CCS Program provider becomes a contracted ECM Provider, MCP must assign that Member to that CCS Program ~~case manager as the~~ for ECM ~~Lead Care Manager~~ unless

²⁷ CCS Case Management Procedure Manual, available at <https://www.dhcs.ca.gov/services/ccs/Documents/CCSAdminCaseManManual.pdf>.

the Member or their parent, designated legal caregiver, or ~~authorized representative~~Authorized Representative prefers otherwise.

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

5.4. Care Coordination and Collaboration.

a. Care Coordination.

i. MCP must coordinate with the CCS Program to ensure that Members enrolled in the CCS Program or eligible for CCS Program services receive all Medically Necessary Covered Services required for CCS-Eligible ~~Conditions~~Condition(s) through the CCS Program and receive all Medically Necessary Covered Services that are not related to the CCS-Eligible Condition(s) through MCP ~~to correct or ameliorate Members' physical conditions and/or mental illnesses.~~

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

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

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

~~iii. Until the Member's CCS eligibility is confirmed by the CCS Program or [for Dependent Counties: DHCS] and the CCS Program begins providing Medically Necessary Covered Services, MCP must continue to provide all Medically Necessary Covered Services, including those for the CCS-Eligible Condition.~~

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

iii-v. MCP and LHD must have policies and procedures for coordination with ~~the local CCS Medical Therapy Unit ("MTU")~~LHD's CCS MTP to ensure appropriate access to MTUP services and other ~~non-MTU~~ services provided for the coordination of CCS Program services.

b. **CCS HRIF Program.** The CCS Program **[or for Dependent Counties: DHCS]** must coordinate and authorize HRIF services for eligible Members and must ensure access to, or arrange for the provision of, HRIF case management services.

c. **PDN Case Management Responsibilities.** MCP and LHD must coordinate the provision of case management services for Members who are receiving

PDN services to ensure that Members receive case management services and that the Parties do not duplicate the services as set forth in APL 20-012, CCS NL 04-0520, and any superseding APL or other, similar guidance.²⁸

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

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

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

d. Transportation Services.

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

ii. ~~MCP is responsible for all transportation services not~~ Emergency Medical Transportation related to the ~~Member's~~ CCS-Eligible Condition. is the responsibility of the CCS Program.

iii. ~~iii.~~ MCP must provide ~~Non-Medical Transportation ("NMT")~~ NEMT for all Medically Necessary Covered Services and pharmacy services, which may include services provided through the CCS Program, as outlined in the Medi-Cal Managed Care Contract and APL 22-008. MCP must refer and coordinate ~~Non-Emergency Medical Transportation ("NEMT") if for services~~ not covered ~~through CCS Maintenance and Transportation under the Medi-Cal Managed Care Contract.~~

iiii. ~~iv.~~ **[For Independent Counties only]** MCP and the CCS Program must establish policies and procedures for determining whether NEMT is provided pursuant to a CCS-Eligible Condition (s) and when such services must be paid for by the CCS Program or MCP.

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

²⁸ Additional information for PDN services is available in APL 20-012 at <https://www.dhcs.ca.gov/services/Documents/APL-20-012.pdf>.

e. Emergency Services.

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

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

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

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

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

e.f. Continuity of Care for Transitioning Members.

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

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

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

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

2. ~~p~~Planning for the needs of the Member to transition from the

CCS Program;

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

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

5. ~~e~~Continuing to assess the Member through the first ~~twelve (12)~~ months ~~post~~after the Member's 21st birthday.

~~iv. The CCS Program must provide input and collaborate with MCP on the development of the Member's care coordination plan.~~

~~v. The CCS Program must coordinate with MCP for transitioning Members to emergency services as set forth in NL 10-0806 or any superseding NL, including:~~

~~1. ensuring the CCS Program coordinates with the appropriate MCP-LHD Liaison to ensure the appropriate provision of emergency services related to trauma;~~

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

~~3. in the event families receive bills for services, contacting the provider to request they become a CCS-paneled provider so that the CCS Program can be billed rather than the Member.~~

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

f.g. Major Organ Transplants.

~~i. MCP and LHD must have policies and procedures to To ensure that the appropriate referral and care coordination for CCS-eligible or -enrolled Members requiring a Major Organ Transplant (“MOT”) are appropriately referred for and receive coordinated care as-”), MCP and LHD must comply with guidance set forth in Blood, Tissue, and Solid Organ Transplants NL and APL 21-015 or any superseding NL and APL or other, similar guidance.~~

~~i. , and MCP must authorize, refer, and coordinate the delivery of MOT benefits and all Medically Necessary Covered Services comply with the requirements set forth in the Medi-Cal Managed Care Contract.~~

~~ii. MCP will not be required to pay for costs associated with a MOT, including, but not limited to, pre-transplantation assessments and appointments, organ procurement costs, hospitalization, surgery, discharge planning, readmissions from complications, postoperative services, medications not otherwise covered by the MCP contract, and care coordination for transplants for which that qualify as a CCS-Eligible Condition if MCP is responsible.²⁹ does not participate in the WCM program.~~

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

~~iv. Members receiving a MOT as a result of a CCS-Eligible Condition must have the MOT performed in a CCS-approved SCC that has been approved for the specific organ and age group. MCP must authorize the request for a MOT after the SCC confirms that the Member is a suitable candidate for the MOT.~~

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

g.h. Quarterly Meetings.

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

~~ii. The CCS Program must designate a medical director or other designee to actively participate in MCP’s quarterly meetings with LHD. The CCS Program medical director or designee must attend meetings and provide feedback and~~

²⁹ MCPs are not required to pay for costs associated with MOTs for medical conditions that qualify as CCS-Eligible Conditions if MCP does not participate in the Whole Child Model (“WCM”) program. Medi-Cal Provider Manual—Transplants, available at <https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/transplant.pdf>.

recommendations on clinical issues relating to CCS conditions and treatment authorization guidelines and must serve as a clinical advisor on other clinical issues relating to CCS conditions.

~~6. Data Information and Exchange.~~

5. Data Information and Exchange.

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

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

Exhibit G.

[The Parties may ~~add~~agree to additional data elements ~~to incorporate and/or any Data Sharing Agreement between the Parties]~~

[~~The Parties may add data elements,~~ such as:

- a. MCP and LHD must share the following data elements:
 - i. Member demographic information;
 - ii. ~~behavioral~~Behavioral, dental, and physical health information;
 - iii. ~~d~~Diagnostics, progress notes, and assessments;
 - iv. ~~m~~Medications prescribed;
 - v. ~~L~~Laboratory results; and
 - vi. ~~k~~Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.]