

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PARTNERSHIP HEALTHPLAN OF**  
**CALIFORNIA MEDI-CAL MANAGED CARE**  
**PLAN AND COUNTY OF SUTTER**  
**CALIFORNIA CHILDRENS SERVICES (CCS)**  
**WHOLE CHILD MODEL PROGRAM**

**I. BACKGROUND**

The California Children's Services (CCS) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS eligible medical conditions. The CCS Program is administered as a partnership between the California Department of Health Care Services (DHCS), COUNTY health departments, Regional Health Authority (RHA), alternate health care service plan (AHCSP), and some County Organized Health Systems (COHS) plans. Health and Safety Code (H&S Code), Section 123800 et seq. is the enabling statute for the CCS Program. The explicit legislative intent of the CCS Program is to provide Medically Necessary services for CCS-eligible children. The statute also requires that DHCS and the County cooperate with local public or private agencies and providers of medical care to proactively identify and enroll CCS eligible children.

Senate Bill (SB) 586 (Chapter 625, Statutes of 2016) authorized DHCS to establish the Whole Child Model (WCM) for Medi-Cal eligible CCS children enrolled in a Managed Care Plan (MCP) that is a COHS or Regional Health Authority, within designated counties. WCM incorporates CCS covered services for certain Medi-Cal eligible CCS children into the applicable MCP Contract. Additionally, under the WCM, responsibility for the CCS case management, care coordination, provider referral, and service authorization functions move from the County to the WCM MCP. Assembly Bill (AB) 2724 (Chapter 73, Statutes of 2022) added a new section to define an AHCSP and to authorize DHCS to enter one or more comprehensive risk contracts with an AHCSP as a primary MCP in specified geographic areas effective January 1, 2024. AB 118 (Chapter 42, Statutes of 2023) authorizes the expansion of the WCM program for Medi-Cal eligible CCS children and youth enrolled in a MCP served by a COHS, AHCSP, or RHA, into 12 additional counties no sooner than January 1, 2025.

The medical conditions covered by the CCS Program are outlined and authorized in California Code of Regulations (CCR), title 22, sections 41401 - 41518.9. These regulations are further clarified by CCS Numbered Letters (NLs).

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## II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between **County of Sutter** and **Partnership HealthPlan of California** ("Parties", collectively) is to identify each party's responsibilities and obligations to each other in accordance with and based on H&S Code section 123800 et seq., statutory requirements related to administration of the CCS Program by local county programs, the MCP's respective contract with DHCS, and all other applicable authorities. This MOU outlines the respective roles of the County of Sutter ("COUNTY") and Partnership HealthPlan of California (Partnership) as the Medi-Cal Managed Care Plan ("MCP") to coordinate care, conduct administrative activities, and engage in information exchange activities required for the effective and seamless delivery of CCS services to CCS eligible Members. This MOU is a binding contractual agreement.

The COUNTY and/or DHCS will retain all administrative responsibilities of case management, care coordination, provider referral, and service authorization functions of the CCS Program as it pertains to CCS State-only Members or Members that are currently in Fee for Service Medi-Cal.

## III. TERM

This MOU is in effect as of January 1, 2025, and continues until December 31, 2027 for a term of 3 years. MCPs must submit all fully executed MOUs to their Managed Care Operation Division (MCO) Contract Manager for file and use. In its submissions, MCP must attest that they did not modify any of the provisions of this MOU Template except to add provisions that do not conflict with or reduce either party's obligations under this MOU Templates. If the MCP or the COUNTY modifies any of the provisions of the MOU Template, the MCP must submit a redlined version of the MOU to DHCS for review and approval, prior to execution. If the MOU is not modified, the fully executed MOU needs to be submitted to the Managed Care Operations Division contract manager for file only. The template includes language that the parties may want to add, notated in italics, to their MOUs to increase collaboration and communications; the proposed language is not exhaustive.

The Parties must review the MOU annually thereafter to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. The MCP must provide evidence to DHCS of the annual review of MOU as well as copies of any MOU modified or renewed as a result. The evidence of the annual review described in the annual report must include a summary of the review process and outcomes, and any resulting amendments to the MOU or

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existing policies and procedures.

#### **IV. CONFIDENTIALITY**

All responsibilities and information shared by the COUNTY and the MCP in the provision of services for CCS eligible Members and under this MOU, must adhere to all applicable Federal, State and/or local laws and regulations relating to confidentiality.

#### **V. LIABILITY AND INDEMNITY**

COUNTY and the MCP are not liable to third parties for any act or omission of the other party. Each party is solely liable for any negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either the COUNTY or the MCP becomes liable for damages caused by its officers, agents or employees, it must pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

The Parties shall maintain, at their own expense, commercial general liability (CGL) insurance, Automobile Liability insurance, and Workers Compensation insurance in such forms and amounts sufficient to cover claims arising from the duties and responsibilities under this MOU. Each Party shall provide the other certificates of insurance upon request

#### **VI. RECORDS, AUDITS & INSPECTIONS**

COUNTY and the MCP must at any time, upon reasonable notice during business hours and as necessary, make all its records and data with respect to the matters covered by this MOU and the CCS Program available for examination by Local, State, or Federal authorities, pursuant to applicable State or Federal statute or regulation. The MCP must retain all documents demonstrating compliance with this MOU for at least ten (10) years. The MCP must post this executed MOU on its website. The counties may post this executed MOU on its website.

#### **VII. SCOPE OF RESPONSIBILITIES**

The table below identifies the roles and responsibilities of each party as they relate to providing CCS services to CCS Eligible Members, including Eligibility and Enrollment services, Case Management services, Intercounty Transfers (ICT), CCS Advisory Committees, Continuity of Care, Data and Information Sharing, Emergency Preparedness, Dispute Resolution, Neonatal Intensive Care Unit (NICU) services, Quality Assurance and Monitoring, and Subcontractors. Not all CCS applicable regulations or other requirements are listed in the table below.

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<b>CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must provide necessary documentation, including but not limited to medical records/case notes/reports pertaining to the CCS-eligible condition, to the County to assist with initial and annual medical eligibility determinations.</p> <p>The MCP must refer a Member to the COUNTY for a CCS eligibility determination if the Member demonstrates a potential CCS condition(s) as outlined in the CCS Medical Eligibility Guide, which may be amended. The MCP must include supporting documentation of the Member's potential CCS eligible condition in all its CCS referrals to the COUNTY. MCPs will be responsible for conducting the CCS NICU eligibility criteria assessment, authorization, and payment.</p> <p>Upon notification from the COUNTY, the MCP must obtain and provide to the COUNTY any additional information the COUNTY requires, such as medical reports pertaining to the CCS-eligible condition, to make a CCS Program eligibility determination.</p> <p>Within 90 days of its referral to the COUNTY, the MCP must inform the CCS eligible Member and their family (or designated legal caregiver) about the availability of medical care related to the CCS eligible condition.</p>	<p>Sutter County as a dependent county is responsible for determining financial and residential eligibility. DHCS is responsible for determining medical eligibility for new referrals and annual redeterminations; except for NICU and High Risk Infant Follow-Up (HRIF) eligibility determinations.</p> <p>The COUNTY must inform the child (Member under age 21) and their family (or designated legal caregiver) of the CCS Program eligibility determination.</p> <p>The COUNTY must inform the child determined to be ineligible and their family (or designated legal caregiver) of the CCS Program eligibility appeal process.</p> <p>The COUNTY must communicate to the MCP the CCS Program eligibility determination.</p> <p>The COUNTY must request any additional information required (e.g., medical reports) to make a program eligibility determination from the MCP.</p>

<b>CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>MCP must provide training and orientation for its employees, Network Providers, Subcontractors, and Downstream Subcontractors who carry out responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. The MCP must provide the training prior to any such person or entity performing responsibilities under this MOU, and at least annually thereafter. The MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and the COUNTY's programs and services to its Network Providers.</p> <p>The MCP must provide educational materials to its Members and Network Providers related to accessing Medically Necessary Services, including materials provided by the COUNTY.</p> <p>The MCP must provide COUNTY with training and/or educational materials on how MCP Covered Services may be accessed, including during nonbusiness hours.</p> <p>The MCP must provide medical records to the COUNTY for the annual medical review (AMR) of CCS Program eligibility, including the most current medical records that document the CCS eligible Member's medical history; the results of a physical examination by a physician; and laboratory test results, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition(s). The MCP's documentation must be dated within six months before</p>	<p>The COUNTY must provide notification to the MCP when the COUNTY becomes aware the Member has moved out of the COUNTY.</p> <p>The COUNTY must proactively engage in a collaborative process with the MCP to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process.</p> <p>The COUNTY must request medical records from the MCP for the annual medical</p> <p>review three months in advance of the Member's program eligibility end date.</p> <p>The COUNTY must notify the MCP when the COUNTY becomes aware that a CCS Eligible Member has lost Medi-Cal eligibility.</p>

<b>CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>the Member’s program eligibility end date, to the extent possible, but no later than 12 months before the Member’s program eligibility end date.</p> <p>The MCP must provide the documentation set forth above to the COUNTY 60 calendar days before the Member’s program eligibility end date. If documentation is received by the COUNTY outside of the agreed upon timeframe, the MCP and COUNTY must collaborate to determine the best approach and time frame for submitting the required documentation. If appointments occur within the 60 calendar day period prior to the Member’s program eligibility end date, the MCP and COUNTY must have procedures in place to ensure all appropriate most recent medical records that document the Member’s medical history, results of a physical examination by a physician or an advanced practiced provider acting within the scope of their licensing authority, laboratory test results, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition(s), including any Medical Therapy Program (MTP) diagnosis are submitted to support AMR.</p> <p>If the COUNTY requires additional documentation, the MCP must, upon notification from the COUNTY, coordinate with the Member’s provider(s) to obtain documentation, before the Member’s CCS Program eligibility end date.</p> <p>The MCP must have procedures in place regarding outreach attempts to providers and the CCS Member to obtain medical records, as well as appropriate actions to take if the MCP’s efforts to obtain medical</p>	

<b>CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>records are unsuccessful.</p> <p>The MCP must provide notification and necessary documentation to the COUNTY to assist with transition from MCP to CCS-State Only.</p> <p>The MCP must notify the COUNTY when the MCP becomes aware that a CCS eligible Member has lost Medi-Cal eligibility.</p> <p>The MCP must proactively engage in a collaborative process with the COUNTY to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process.</p>	

<b>Case Management (Care Coordination)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must refer Members to the COUNTY if these Members are suspected of having an MTP eligible condition and must include all supporting documentation with the referral. As a part of the CCS eligibility review, the COUNTY will review and determine MTP eligibility, if applicable.</p> <p>MCP must ensure that a CCS-eligible child has a primary point of contact who shall be responsible for the child's care coordination.</p> <p>The MCP must coordinate with the local CCS Medical Therapy Unit (MTU) to ensure appropriate access to MTP services.</p>	<p>The CCS COUNTY Administrator or designee must coordinate with the MCP liaison or the MCP Utilization Management Director regarding Member enrollment, as often as necessary.</p> <p>The COUNTY must submit referrals to the MCP for medically necessary specialty services and follow-up treatment, as prescribed by the COUNTY's Medical Therapy Conference (MTC) team physician.</p>

<b>Case Management (Care Coordination)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must consult with COUNTY MTP to coordinate durable medical equipment (DME) equipment needs of MTP eligible clients, as necessary.</p> <p>The MCP must not duplicate therapy services rendered by an MTP.</p> <p>The MCP must notify the COUNTY of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services.</p> <p>The MCP must regularly communicate and share relevant information via telephone and/or case management notes, written or electronic, with the COUNTY to facilitate the care of CCS Members who require services from both the COUNTY and the MCP. Communication may be via telephone, written, electronic case management notes, or secure email.</p> <p>The MCP must provide CCS Maintenance and Transportation (M&amp;T) and Non-Medical Transportation (NMT) for all Medically Necessary Covered Services, including services provided through the CCS Program and MTP, and coordinate Non-Emergency Medical Transportation (NEMT). The MCP must ensure reimbursements for M&amp;T expenses are available to the CCS eligible Member or their family in accordance with CCS NL 03-0810 and APL 21-005 or any superseding version of this NL and APL.</p>	<p>The COUNTY MTP is responsible for the provision of medically necessary occupational and physical therapy services prescribed by the COUNTY CCS MTU Conference Team Physician or the CCS-paneled physician who is providing the medical direction for occupational and physical therapy services.</p> <p>Upon notification from the MCP of a CCS Member that has lost MCP coverage, the COUNTY must ensure the coordination of HRIF outpatient diagnostic services.</p> <p>The COUNTY must regularly communicate, share relevant information via telephone and/or case management notes, written or electronic, with the MCP to facilitate the care of CCS WCM Members who require MTP services. Communication may be via telephone, written, electronic case management notes, or secure email.</p> <p>The COUNTY must identify staff who will meet quarterly and more often as necessary with the appointed MCP Liaison(s).</p>



<b>Case Management (Care Coordination)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must provide and authorize the CCS M&amp;T benefit for CCS eligible Members or the Member's family seeking transportation to a medical service related to their CCS eligible condition(s) when the cost of M&amp;T presents a barrier to accessing authorized CCS services.</p> <p>The MCP must authorize services based on medical necessity and/or evidence-based guidelines, including DME, consistent with CCS Program standards. The MCP must ensure all services related to the Member's CCS eligible condition are provided by either CCS-paneled providers, CCS-approved Special Care Centers (SCCs), and/or CCS- approved pediatric acute care hospitals.</p> <p>The MCP must provide case management services for CCS eligible conditions, to coordinate benefits, and to authorize services according to state regulations and APL 21-005 or any superseding APL.</p> <p>The MCP must inform CCS eligible Members of the availability of the CCS Program and benefits as needed.</p> <p>The MCP must authorize a CCS paneled provider or center to treat and manage the CCS eligible condition.</p> <p>The MCP must, as part of its provider education strategy, educate Network Providers about the local CCS Program and the ways that the Primary Care Physician (PCP) can assist with integration of CCS authorized services.</p>	

<b>Case Management (Care Coordination)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must ensure that CCS eligible Members receive all Medically Necessary pediatric preventive services, including immunizations, unless determined to be medically contraindicated.</p> <p>MCP must authorize, refer, and coordinate the delivery of Organ and Bone Marrow Transplant benefits and all Medically Necessary Covered Services associated with a transplant service. MCP must ensure that organ and bone marrow transplants services are provided to the Member at a CCS-approved SCC that has current CCS approval to transplant the specified organ in the Member's age group in accordance with Attachment 2 of APL 21-015 or any superseding APL.</p> <p>The MCP must conduct a HRIF program acuity assessment and authorize any HRIF services for the Member in accordance with the HRIF Eligibility Criteria.</p> <p>The MCP must ensure access or arrange for the provision of HRIF case management services.</p> <p>The MCP must notify the COUNTY of any CCS eligible neonates, infants, and children up to three years of age that have been identified as having a potential CCS eligible condition through the HRIF program. The MCP must accompany any referral to the COUNTY with supporting documentation of the Member's potential CCS eligible condition.</p>	

<b>Case Management (Care Coordination)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must develop and implement policies and procedures (P&amp;Ps) that specify coordination activities and communication requirements among PCPs, specialty providers, hospitals, and the assigned case manager(s).</p> <p>The MCP must ensure that CCS eligible Members and their families have ongoing information, education, and support regarding:</p> <ul style="list-style-type: none"> <li>• How to request continuity of care for pharmacy, specialized DME, and health care providers;</li> <li>• How to request M&amp;T services;</li> <li>• How to request assistance with the transition to adult care;</li> <li>• Referrals to community resources;</li> <li>• The child's and family's role in the individual care process;</li> <li>• The availability of mental health services; and</li> <li>• Any other services that might be available (i.e. Regional Centers and Home and Community Based Alternatives Waiver Agencies)</li> </ul> <p>The MCP must determine which staff will be appropriate to meet, at a minimum quarterly and as often as necessary, and maintain communication with the appointed CCS Liaison(s).</p>	

<b>Intercounty Transfer (ICT)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must complete its ICT form and provide the COUNTY with the following documentation no later than ten (10 Working Days when requested by the COUNTY for a CCS eligible Member's ICT:</p> <ul style="list-style-type: none"> <li>• Copies of current physical medical reports since the most recent annual medical redetermination. The MCP is not required to send reports from MTCs.</li> <li>• A list of the Member's authorized providers from at least the previous 12 months.</li> <li>• A list of the Member's authorized services from at least the previous 12 months.</li> <li>• Any information that will assist the receiving COUNTY of residence or receiving MCP in making authorization decisions.</li> <li>• Case management notes related to the CCS eligible medical condition, if possible. If that is not possible, the MCP must provide a summary note of relevant case management activities.</li> </ul> <p>During an ICT, the MCP must continue to provide case management services and make determinations as to Medically Necessary service authorization requests until the Member's transfer date. The MCP must coordinate with the COUNTY regarding the ICT date.</p> <p>The MCP must authorize Out-of-Network</p>	<p>During an ICT, the COUNTY must forward to a Member's new COUNTY of residence a completed ICT form and any documentation that the COUNTY received from the MCP.</p> <p>When the Member in the Sending COUNTY is enrolled in a WCM MCP, the Sending COUNTY must request the most recent medical reports, case management notes, and utilization information from the WCM MCP.</p> <p>The Receiving COUNTY is encouraged to collaborate with the MCP during their negotiations of a transfer date with the Sending COUNTY. For further guidance on ICTs, refer to the CCS InterCOUNTY Transfer NL 10-1123.</p> <p>COUNTY must follow CCS Intercounty Transfer Policy NL 10-1123 or any superseding version of this NL.</p>

<b>Intercounty Transfer (ICT)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>requests if the Member requires services in their new COUNTY of residence prior to the transfer date.</p> <p>During an ICT, the MCP must close all service authorization requests at least the day before the transfer date.</p> <p>The MCP must follow CCS ICT guidance in accordance with CCS Intercounty Transfer NL 10-1123 or any superseding NL.</p>	

<b>CCS Advisory Committees (Clinical Advisory and Family Advisory)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must create and maintain a Clinical Advisory Committee composed of:</p> <ul style="list-style-type: none"> <li>• The MCP's medical director or the equivalent;</li> <li>• The COUNTY's CCS administrator, medical director or designee;</li> <li>• At least four CCS-paneled providers; and</li> <li>• The COUNTY's CCS Liaison(s)</li> </ul> <p>The Clinical Advisory Committee must meet at least quarterly or more frequently if determined to be necessary.</p> <p>The MCP's Family Advisory Committee (FAC) must ensure meaningful engagement of its Members, which must include:</p> <ul style="list-style-type: none"> <li>• The COUNTY's CCS Liaison(s) and</li> </ul>	<p>The following COUNTY representatives must actively participate in the MCP's Clinical Advisory Committee:</p> <ul style="list-style-type: none"> <li>• The COUNTY's CCS administrator, medical director or designee; or</li> <li>• The COUNTY's CCS Liaison</li> </ul> <p>The COUNTY's representatives will actively participate by:</p> <ul style="list-style-type: none"> <li>• Attending meetings</li> <li>• Engaging in discussion</li> <li>• Offering feedback and recommendations.</li> </ul> <p>The COUNTY must collaborate with the MCP to ensure meaningful engagement with family Members.</p>

<b>CCS Advisory Committees (Clinical Advisory and Family Advisory)</b>	
<b>MCP</b>	<b>COUNTY</b>
<ul style="list-style-type: none"> <li>• The COUNTY's CCS representative(s)</li> <li>• CCS provider representatives.</li> </ul> <p>The MCP must coordinate with the COUNTY's CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC.</p> <p>The MCP must coordinate with CCS families to ensure they understand the FAC's role and their role as Members of the FAC.</p> <p>The MCP may provide a reasonable per diem payment to enable in-person participation in the advisory committee.</p> <p>The MCP may utilize teleconference or other similar electronic means to facilitate participation.</p>	<p>The COUNTY must coordinate with the MCP, local CCS providers, and consumer advocates to assist in recruiting CCS families for the FAC.</p> <p>The COUNTY must coordinate with CCS families to ensure they understand the FAC's role and their role as Members of the FAC.</p>

<b>Continuity of Care</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>Upon transitioning to WCM:</p> <p>If requested by the CCS eligible Member within 90 days of the transition of their CCS services to the MCP, the MCP must resolve the request, notify the member of the outcome of the request, and ensure that the CCS eligible Member continues to receive case management and care coordination without interruption. When a member transitions from a Classic CCS COUNTY to Sutter COUNTY, then the MCP must:</p>	<p>Upon transitioning to WCM:</p> <ul style="list-style-type: none"> <li>• Effective January 1, 2025, Sutter COUNTY CCS Program will not be providing case management services for Medi-Cal insured CCS clients. The COUNTY will coordinate with the MCP to ensure CCS clients have continuity of care.</li> </ul>

<b>Continuity of Care</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must establish and maintain a process by which a CCS eligible Member may maintain access to navigating a health plan; maintain rights to appeal any service denials; and request continuity of care for pharmacy, health care providers, and specialized or customized DME providers for up to 12 months.</p> <p>The MCP must ensure that CCS families have ongoing information, education, and support regarding the rights to appeal any service denials, including the right to appeal a denial of Continuity of Care (COC) beyond 12 months, in accordance with APL 21-005, APL 22-032 or any superseding APLs.</p> <p>The MCP must attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year if the child has established care with a provider prior to WCM and if that provider is not contracted with the MCP.</p> <p>The MCP is primarily responsible for providing case management to arrange all approved PDN service hours if the MCP approves the PDN services for a Medi-Cal eligible CCS Member under the age of 21. If CCS has authorized PDN services and is primarily responsible for providing case management for those PDN services, MCPs must still provide case management as necessary, including, at the Member's request, arranging for all approved PDN services as required by APL 20-012 or any superseding APL.</p>	<p>The COUNTY must provide information on active CCS eligible Member cases to the MCP unless a case has already been transitioned.</p> <p>The COUNTY is primarily responsible for providing case management to arrange all approved Private Duty Nursing (PDN) service hours if the COUNTY approves the PDN services for a CCS eligible Member under the age of 21.<sup>1</sup></p> <p>Existing WCM Counties must coordinate COC services with the MCP to the extent possible to ensure no delays of services to Members.</p> <p>The COUNTY must follow Continuity of Care guidance in accordance with H&amp;S Code Section 123850(b).</p>

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<sup>1</sup> *Applicable during the transition period.*

<b>Data and Information Sharing (HIPAA/Medical Records Sharing)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must ensure any Subcontractors or Network Providers that create, receive, maintain, or transmit protected health information on behalf of the MCP agree to the same privacy restrictions, conditions, and requirements that apply to the MCP.</p> <p>The MCP must ensure that appropriate staff has access to the Children’s Medical Services Provider Electronic Data Interchange (PEDI) to view the status of CCS Eligible Member data.</p> <p>The MCP must, in collaboration with the COUNTY, implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set below. The MCP and COUNTY must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code of Federal Regulations (CFR) Part 2, and other State and federal privacy laws. The MCP must attach these P&amp;Ps to this MOU within 90 calendar days of execution of this MOU.</p>	<p>The COUNTY must ensure any Providers that create, receive, maintain, or transmit protected health information on behalf of the COUNTY agree to the same privacy restrictions, conditions, and requirements that apply to the COUNTY.</p> <p>The COUNTY must ensure any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the COUNTY CCS Program agree to the same restrictions, conditions, and requirements that apply to the COUNTY.</p> <p>The COUNTY must, in collaboration with MCP, implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU and are exchanged timely and maintained securely and confidentially and in compliance with the requirements set below. The MCP and COUNTY must share information in compliance with applicable law, which may include HIPAA and its implementing regulations, as amended, 42 CFR Part 2, and other State and federal privacy laws.</p> <p>These policies and procedures must be attached to this MOU within 90-calendar days of execution.</p>



<b>Dispute Resolution</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>If there is a dispute between the MCP and the COUNTY, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU.</p> <p>The MCP must designate appropriate staff to participate in dispute resolution with the COUNTY. The MCP must meet at least quarterly with the COUNTY's CCS liaison(s) and the COUNTY's staff regarding operational and administrative issues.</p> <p>The MCP must respond timely to the COUNTY's dispute resolution requests.</p> <p>Disputes between the MCP and the COUNTY regarding CCS medical eligibility determinations that cannot be reached by mutual agreement in a good faith attempt between the MCP and the COUNTY must be forwarded by either party to DHCS via email to <a href="mailto:CCSProgram@dhcs.ca.gov">CCSProgram@dhcs.ca.gov</a> for review and a final determination.</p>	<p>If there is a dispute between the COUNTY and the MCP, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU.</p> <p>The COUNTY must designate appropriate staff to participate in dispute resolution with the MCP. The COUNTY must meet at least quarterly with the MCP's Program/liason staff regarding operational and administrative issues.</p> <p>The COUNTY must communicate all resolved disputes in writing to the MCP. Disputes between the COUNTY and the MCP regarding CCS medical eligibility determinations that cannot be resolved in a good faith attempt between the MCP and the COUNTY must be forwarded by either party to DHCS via email to <a href="mailto:CCSProgram@dhcs.ca.gov">CCSProgram@dhcs.ca.gov</a> for review and a final determination.</p>

<b>Neonatal Intensive Care Unit (NICU)</b>	
<b>MCP</b>	<b>COUNTY</b>
<p>The MCP must conduct assessments in accordance with CCS Program guidelines for medical eligibility for care in a CCS-approved NICU, as found in CCS NL 05-0502 or any superseding NL.</p> <p>To capture the CCS referral, the MCP must report to the COUNTY's CCS</p>	<p>The COUNTY must review all cases for CCS Program determinations referred to the COUNTY by an MCP when a Member may have any newly identified or potential CCS-eligible conditions, including infants with a potential CCS-eligible condition at time of discharge from the NICU, as well as infants and children undergoing diagnostic evaluation for CCS-eligible conditions.</p>

<p>Program all Members identified as meeting the criteria for the NICU eligibility assessment.</p> <p>The MCP must accompany any CCS referral to the COUNTY with supporting documentation of the Member's potential CCS eligible condition.</p>	
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<p><b>Quality Assurance and Monitoring</b></p>	
<p><b>MCP</b></p>	<p><b>COUNTY</b></p>
<p>MCP must collaborate with the COUNTY to establish policies and procedures for oversight of all the requirements of this MOU, including, without limitation, requirements related to combined Quality Improvement (QI) activities, including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered.</p> <p>The MCP must participate in meetings with the COUNTY at least quarterly to update P&amp;Ps and protocols as appropriate. The MCP and the COUNTY may establish frequency of meetings.</p> <ul style="list-style-type: none"> <li>All documentation related to these meetings should be made available to DHCS for auditing purposes, including agendas and sign-in sheets.</li> </ul> <p>Meeting facilitation is determined by the MCP and the COUNTY.</p>	<p>The COUNTY must collaborate with the MCP to establish policies and procedures for oversight of all the requirements of this MOU, including, without limitation, requirements related to QI activities, including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered.</p> <p>Meeting facilitation is determined by the COUNTY and MCP.</p>

<b>Quality Assurance and Monitoring</b>	
<b>MCP</b>	<b>COUNTY</b>
The MCP's CCS liaison must report to the MCP's Compliance Officer on the MCP's compliance with the MOU no less frequently than quarterly.	

<b>Subcontractors</b>	
<b>MCP</b>	<b>COUNTY</b>
The MCP must ensure that all its Subcontractors comply with all California Welfare and Institutions Code (W&I Code) section 123850 requirements that apply to the MCP.	The COUNTY must ensure that all its Subcontractors comply with all California W&I Code section 123850 requirements that apply to the COUNTY.

**VIII. AMENDMENTS**

The COUNTY and the MCP may amend this MOU at any time by written, mutual consent. The COUNTY and the MCP must submit any amended MOUs to DHCS and receive DHCS' final review and approval before execution of the amended MOU.

**IX. LIAISONS**

The MCP must designate an individual or set of individuals as part of its Provider Relations/Community Relations or related functions to serve as the liaison for CCS COUNTY administrators and providers, including CCS specialty care center providers.

The COUNTY and the MCP must designate CCS liaisons to be the primary points of contact for this MOU. The CCS liaisons must meet no less than quarterly to discuss activities related to this MOU and any other related matters. The COUNTY and the MCP must also submit the contact information for their respective liaisons to DHCS.

For the purposes of this MOU, the primary liaison for the MCP is the Director of Care Coordination and the primary liaison for the COUNTY is the Director of Nursing or delegate as specified by the COUNTY Public Health Branch Director.

**X. DATA AND INFORMATION SHARING AGREEMENT(S)**

The purpose of this section is to ensure protection of any data or information sharing related to the WCM and to comply with the Health Insurance Portability and Accountability Act and any other applicable privacy requirements.

**XI. INDEPENDENT CONTRACTOR**

The Parties to this MOU are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party has any right to act on behalf of the other, nor to represent that it has such right or authority.

**XII. APPLICABLE LAW AND FORUM**

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the COUNTY of Sutter.

**XIII. TERMINATION**

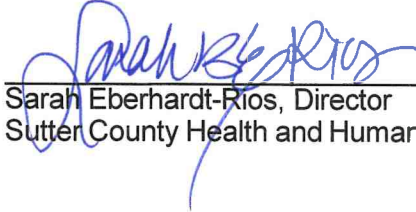
COUNTY and MCP each reserve the right to immediately terminate this MOU, notifying each other likewise in writing.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates of their signatures.

COUNTY OF SUTTER



Sarah Eberhardt-Rios, Director  
Sutter County Health and Human Service Department

Date: Dec 20, 2024

SUTTER COUNTY BOARD OF SUPERVISORS



Mat Conant, Chair

Date: 12.18.24



ATTEST:

APPROVED AS TO FORM:



Deputy Clerk of the Board



Office of Sutter County Counsel

**Notice Address:**

1445 Veterans Memorial Circle  
Yuba City, CA 95993

**Notice Electronic Delivery:** Katrina Whitaker, Director of Nursing,  
[kwhitaker@co.sutter.ca.us](mailto:kwhitaker@co.sutter.ca.us)

MCP  
Partnership HealthPlan of California (Partnership)

DocuSigned by:  
By: Sonja Bjork  
10A84AB5332C440...  
Sonja Bjork  
CEO

Date: 1/2/2025

**Notice Address:**

4665 Business Center Dr.  
Fairfield, CA 94534

**Notice Electronic Delivery:** Sonja Bjork, CEO

[sbjork@partnershiphp.org](mailto:sbjork@partnershiphp.org)

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