



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-10

For the meeting of: June 17, 2014

Date: May 28, 2014
To: Board of Supervisors
From: Phillip R. Crandall, Director, Department of Health and Human Services
Subject: Approval of Memorandums of Understanding between Humboldt County and Partnership HealthPlan of California

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached Memorandums of Understanding between Humboldt County and Partnership HealthPlan of California; and
2. Authorize the Director of the Department of Health and Human Services to sign the attached Memorandums of Understanding; and
3. Authorize the Director of the Department of Health and Human Services to execute future amendments and/or documents related to the attached Memorandums of Understanding after review and approval by County Counsel and Risk Management.

SOURCE OF FUNDING:

Federal and State Medi-Cal dollars; County Health Realignment

DISCUSSION:

As part of the 2012/13 state budget, the State of California authorized expansion of the Medi-Cal managed care health plan into counties that had previously provided Medi-Cal benefits on a fee-for-service basis only. On May 14, 2013, the Board of Supervisors adopted Ordinance 2501 authorizing the County of Humboldt to join the Partnership HealthPlan of California, a regional County Organized Health System model of the Medi-Cal managed care health plan.

Prepared by Nancy Starck, Legislative and Policy Manager 441-5411

CAO Approval

Amey Rosen

REVIEW:

Auditor _____ County Counsel *Sm* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Lordace, Bohn, Fennell, Bass*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 17, 2014*

By: *Ann Hartsell*
Kathy Hayes, Clerk of the Board

As a condition of their contract with the California Department of Health Care Services, Partnership HealthPlan of California is required to execute the attached Memorandums of Understanding with the County to coordinate services for the following County programs: Women Infants and Children Program; Tuberculosis Control Program; Child Health Disability Prevention Program; Maternal Child Adolescent Health Program; HIV Care and Prevention; Sexually Transmitted Disease Program; Disease Control Unit; Targeted Case Management and the California Children's Services Program. The attached Memorandums of Understanding allow the County to coordinate public health services with the Medi-Cal managed care health plan to ensure continuity of care for mutual clients and avoid duplication of services.

The Board reviewed and approved substantially similar memorandums of understanding at the August 27, 2013 meeting. However, the previous memorandums of understanding were not fully executed due to subsequent revisions proposed by Partnership HealthPlan of California. The changes reflected in the current Memorandums of Understanding were reviewed by County Counsel and the attorney for Partnership HealthPlan of California.

FINANCIAL IMPACT:

There is no impact to the County General Fund associated with the recommendation before your Board.

This action supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

Partnership HealthPlan of California

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached Memorandums of Understanding; however, staff does not recommend this alternative. Without these Memorandums of Understanding, the County would be unable to coordinate public health programs and services with the Medi-Cal managed care health plan.

ATTACHMENTS:

- Attachment 1: Memorandum of Understanding – Women Infants and Children Program
- Attachment 2: Memorandum of Understanding – Tuberculosis Control Program
- Attachment 3: Memorandum of Understanding – Child Health Disability Prevention Program
- Attachment 4: Memorandum of Understanding – Maternal Child Adolescent Health Program
- Attachment 5: Memorandum of Understanding – Coordinated HIV Care and Prevention
- Attachment 6: Memorandum of Understanding – Sexually Transmitted Disease Program
- Attachment 7: Memorandum of Understanding – Disease Control Unit
- Attachment 8: Memorandum of Understanding – California Children's Services Program
- Attachment 9: Memorandum of Understanding – Targeted Case Management

Memorandum of Understanding

Humboldt County Department of Health and Human Services Women, Infants and Children Supplemental Nutrition Program (WIC) Program

And Partnership Health Plan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be

construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

Phillip R. Crandall, Department of Health and Human Services Director
signed pursuant to the authority granted by the Board of Supervisors
on _____, _____

Date

Date
Date

Partnership HealthPlan of California

Jack Horn, Executive Director

Date

Robert Moore, MD, MPH, Chief Medical Officer

Date

Peggy Hoover, RN, Senior Director, Health Services

Date

Exhibit A
Areas of Responsibility

Humboldt County Department of Health and Human Services
Women, Infants and Children Supplemental Nutrition Program (WIC) Program, providing
services in both Humboldt and Del Norte Counties
and
Partnership HealthPlan of California

Subject	Humboldt Department of Health and Human Services	Partnership HealthPlan of California (PHC)
1. Appointment Scheduling	Agree to schedule a WIC appointment to determine eligibility for pregnant women within 10 calendar days after initial contact by enrollee. All other applicants will be scheduled and notified of their eligibility or ineligibility within 20 calendar days of the date of the first request for WIC program benefits, if they have met all eligibility requirements.	Assume primary responsibility for assuring members have timely access to medical appointments. Members will be linked to a Primary Care Provider (PCP) who will be responsible for managing their medical care and providing appropriate and medically necessary referrals. (Except for those members who meet the criteria of Special Members, who will be case managed by PHC.)
2. Tracking and Follow-up	<p>Contact each new WIC program applicant who misses her first WIC appointment by telephone and/or mail, and provide her with a rescheduled WIC appointment upon request.</p> <p>Provide PHC with a recertification schedule for the five categories of WIC participants.</p>	<p>Assume responsibility for primary care case management, coordination of medical referrals and continuity of care.</p> <p>Inform PCP of need to document WIC referrals in medical record of enrollee and monitor compliance at biannual site review.</p> <p>Inform PCP of need to provide reasonable follow-up to WIC referrals, within two weeks.</p>
3. Provider Network	<p>Act as a resource to PHC and PHC providers regarding WIC policies and guidelines. Update this information as necessary.</p> <p>Assist PHC in conducting provider training on WIC program services and federal regulations as requested.</p> <p>Distribute WIC referral forms PM247 1 and PM247 2 and PM247 A to providers. Forms are also available on State WIC website.</p>	<p>Provide information to providers on WIC program services and federal regulations, with consultation from WIC staff.</p> <p>Include WIC information in provider binders distributed to all PHC PCPs.</p>

Subject	Humboldt Department of Health and Human Services	Partnership HealthPlan of California (PHC)
4. Quality Assurance	<p>Provide consultation to PHC regarding WIC federal mandates for previously specified medical data.</p> <p>Review and analyze summary data available through ISIS and other data collection sources pertinent to PHC and the WIC program.</p> <p>If a problem is identified based on PHC beneficiary complaints, or other information, WIC will alert PHC to initiate action.</p> <p>Assist as requested in implementation of corrective action plan.</p>	<p>Establish standards and policies that ensure provider compliance with federal WIC mandates.</p> <p>Develop and implement corrective action plan jointly with WIC program when contract providers do not meet standards.</p>
5. Federal and State Mandates	<p>The WIC program is mandated by federal regulation CFR 246.4(a)(8) to refer participants who are income eligible to Medi-Cal providers. The California mandates for WIC are in Title 22, Chapter 6 of the State Code of Regulations and Section 311 of the health and Safety Code.</p>	<p>The referral of Medi-Cal beneficiaries to the WIC program is mandated by federal regulations 42 CFR 421.63 (c) and California Code of Regulations, Title 22, Sections 50157 and 50184.</p>
6. Health Requirements	<p>Inform PHC of Federal WIC requirements for program eligibility.</p> <p>A. Biochemical; Hemoglobin (Hgb) or Hematocrit (Hct) at enrollment and with each WIC re-certification except for infants younger 6 months at certification, and children over 1 year of age with normal Hgb and Hct at previous certification. For these children the Hgb/Hct test is only required every 12 months.</p> <p>B. Anthropometric: Height/length and weight for enrollment and with each re-certification.</p>	<p>Inform providers of the federal WIC requirements for program eligibility.</p>
7. Subject	Humboldt Department of Health and Human Services	Partnership HealthPlan of California (PHC)
8. Nutrition Assessment, Education & Therapeutic Formulas	<p>Determine the nutritional risks for WIC program eligibility based on review of anthropometric, biochemical, clinical and/or dietary information.</p> <p>Complete a dietary assessment at enrollment and at recertification. For prenatal participants, complete a dietary assessment at each trimester visit.</p>	<p>Monitor contracted providers' documentation on enrollee's WIC referral form of anthropometric and biochemical data, plus diagnosed clinical condition(s), through quality audits.</p> <p>Monitor contracted providers subsequent biochemical test results (i.e. Hgb/Hct) or anthropometric data (i.e. prenatal weight gain, child growth), if requested by WIC.</p>

	<p>Provide basic nutrition education and services including supplemental food prescription.</p> <p>WIC Nutrition Aides will provide anticipatory guidance (nutrition education plans) for conditions that do not require medical nutrition therapy.</p> <p>Provide only contract formula for eligible participants.</p>	<p>Through the TAR process, PHC will provide a mechanism for provider to request authorization for medically prescribed formulas. Based on medical necessity, PHC will pay for enteral nutrition supplement or replacements when used as a medically necessary “therapeutic regimen to prevent serious disability or death in patients with a medically diagnosed conditions that preclude the full use of regular food” (22 California Code of Regulations (CCR) 51313.3(e)(2))</p> <p>PHC will coordinate medically necessary services with WIC and other community agencies to ensure access to medical nutrition therapy.</p>
9. Breastfeeding Promotion and Support	<p>Provide education and encourage all prenatal WIC participants to breastfeed as the preferred method of infant feeding in the first year of life, consistent with WHO recommendations for a breastfeeding-friendly environment.</p> <p>Work collaboratively with the Plan and local breastfeeding committee to provide breastfeeding promotion training, support and community resources for medical providers.</p> <p>Refer PHC participants to appropriate breastfeeding support benefits as needed, such as Breastfeeding Peer Counselors and breastfeeding support accessories such as breast pumps.</p>	<p>Educate PHC and providers on the benefits of breastfeeding in the first year of life consistent with AAP, World Health Organization, and DHCS recommendations.</p> <p>Work collaboratively with WIC and local breastfeeding committee to provide breastfeeding promotion training, support and community resources for medical providers</p> <p>Promote and provide breastfeeding support benefits to members (expansion of State Medi-Cal benefits).</p>

Memorandum of Understanding
Humboldt County Department of Health and Human Services
Tuberculosis Control Program and Direct Observed Therapy

And Partnership HealthPlan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014 by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

Phillip R. Crandall, Department of Health and Human Services Director
signed pursuant to the authority granted by the Board of Supervisors
on _____, _____

Date

Date

Date

Partnership HealthPlan of California

Jack Horn, Executive Director

Date

Robert Moore, MD, MPH, Chief Medical Officer

Date

Peggy Hoover, RN, Senior Director, Health Services

Date

Exhibit A
Areas of Responsibility

Humboldt County Department of Health and Human Services
Tuberculosis Control Program and Direct Observed Therapy
and
Partnership HealthPlan of California

Area of Responsibility	Humboldt County Health Services/Tuberculosis Control Program and Direct Observed Therapy	Partnership HealthPlan of California (PHC)
1. Liaison/Operations	<p>TB Nursing Supervisor serves as liaison to coordinate activities with PHC and notify appropriate staff of their roles and responsibilities under this MOU.</p> <p>TB Nursing Supervisor will inform PHC Chief Medical Officer of any designee selected to perform the activities listed below.</p>	<p>PHC Health Services Director or designee serves as the liaison to coordinate activities with the TB Control Officer and notify appropriate staff of their roles and responsibilities.</p> <p>HS Director will notify PHC and COUNTY staff of their respective responsibilities.</p> <p>PHC Staff will maintain a web based COUNTY Manual and Directory to allow online access to information as necessary.</p>
2. Screening	<p>TB Control Program will respond to requests for TB trainings for PHC network providers regarding TB screening procedures as time and resources allow.</p> <p>Following are CDPH/CTCA Guidelines for Targeted Skin Testing, 5/12/06</p> <p>Interpretation of results:</p> <p>a) 0-4' mm in duration – NEGATIVE</p> <p>b) 5-9' mm is considered POSITIVE if the individual is/has:</p> <ul style="list-style-type: none"> • A close recent contact with a TB case. • HIV infected or has risk factors for HIV infection or whose HIV status is unknown. • A chest x-ray consistent with 	<p>PHC staff will encourage all Primary Care Physicians (PCP) to provide tuberculosis screening health care services:</p> <ul style="list-style-type: none"> • Assess risk factors for developing TB with all new plan members as part of the initial health assessment within 120 days of enrollment. • Offer TB testing to all individuals at increased risk of TB unless they have documentation of prior positive test results or TB disease. • Use Mantoux , Quantiferon and/or other testing as clinically indicated per CDC and current AAP criteria. • Read skin tests in the office by trained personnel; result will be recorded in millimeters (mm). • Report positive test readings according to DHCS guidelines as

Area of Responsibility	Humboldt County Health Services/Tuberculosis Control Program and Direct Observed Therapy	Partnership HealthPlan of California (PHC)
	<p>active or previously active TB.</p> <ul style="list-style-type: none"> • Immunosuppressed Otherwise, 5-9' mm is considered NEGATIVE. <p>c) 10mm of induration or greater is considered POSITIVE.</p>	<p>noted in MMCD Policy Letter No. 97-05 – see “Section B. Screening” under TB Control Program and DOT.</p>
3. Reporting and Data Collection	<p>Data collection:</p> <ul style="list-style-type: none"> • Compile all CDPH mandated statistics on tuberculosis. • Collect and analyze data regarding TB incidence in the community. • Conduct epidemiological investigation of disease outbreaks. • Maintain a data base on the number of PHC members who receive TB case management from the TB Control Program. • Respond to requests for data information and statistics with PHC. <p>Reporting requirements:</p> <ul style="list-style-type: none"> • Inform PCPs of reporting procedures and responsibilities. • Direct or assist PCP's utilization of appropriate reporting forms. 	<p>PHC staff will encourage PCPs to comply with all State laws and regulations pertaining to the reporting of confirmed and suspected TB cases to the TB Control Program:</p> <ul style="list-style-type: none"> • Report known or suspected cases of TB to the TB Control program within one day of identification. CAR, Title 17, Section 2500. • Promptly submit treatment plans, including dosage changes, to the TB Control Program with updates at regular intervals as requested by the TB Control Program until treatment is completed (Health and Safety Code HSC), Section 121362. • Notify the TB Control program when there are reasonable grounds to believe that a patient has ceased treatment (HSC Section 121362). • Exchange clinical information regularly and promptly notify the TB Control program of any significant changes in the member's condition or response to treatment, non-adherence to medication plans, adverse drug reactions and drug resistance. • Promptly report drug susceptibility results to the TB Control Program.
4. Case Management and Oversight	<p>TB Control Program will:</p> <ul style="list-style-type: none"> • Obtain the patient health plan identification number at the point of contact to verify PHC coverage and to determine member's PCP. 	<p>PHC staff will:</p> <ul style="list-style-type: none"> • Inform and educate all PCPs of the requirement to follow the latest diagnostic and treatment guidelines recommended by the

Area of Responsibility	Humboldt County Health Services/Tuberculosis Control Program and Direct Observed Therapy	Partnership HealthPlan of California (PHC)
	<ul style="list-style-type: none"> • TB Nursing Supervisor will coordinate case management for TB therapy and ensure continuity of care through ongoing communication with the PCP. <p>Assign a TB Case Manager (TBCM) who is responsible for ensuring that each TB patient diagnosed with active disease:</p> <ul style="list-style-type: none"> • Has no obstacles to treatment and medical follow up. • Completes an appropriate course of therapy if on DOT. • Is offered education about their TB diagnosis and treatment process. <p>Public Health will:</p> <ul style="list-style-type: none"> • Assess risk of transmission within two working days of case notification. • Visit patient member within 3 to 7 working days of diagnosis; initiate contact investigation when indicated. • Assess and address the potential barriers to adherence to therapy including considering all TB patients for DOT. • Verify initial information and collect additional information needed to complete the Report of Verified Case for Tuberculosis (RVTC). <p>TB Nursing Supervisor will notify PCP of assigned TBC nurse and any change of TBCM who is responsible for oversight of member's TB care to be coordinated with PCP or other responsible plan provider.</p> <p>TB Nursing Supervisor will respond to information/update request from PCP and/or PHC liaison in a prompt manner.</p>	<p>America Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) in the delivery of TB care to members.</p> <ul style="list-style-type: none"> • Instruct PCPs of their primary responsibility to provide case management for their assigned members. • Notify PHC PCP or other plan members of their responsibility for coordination of TB care with the TB Control Program. • Inform PCPs of the requirement to adhere to local TB Control program guidelines, including DOT referral while tendering care to a known or suspected TB case. • Facilitate, as necessary, prompt responses by PCPs to requests initiated by the TB Control Program for information and updates. • Reinforce to PCPs the importance of educating members regarding process and protocol for the medication regime, DOT program, sputum collection, contact investigation, etc. • Collaborate with PCPs to identify and address barriers to patient compliance with treatment

Area of Responsibility	Humboldt County Health Services/Tuberculosis Control Program and Direct Observed Therapy	Partnership HealthPlan of California (PHC)
5. Laboratory Testing	For members suspected of having or determined to have active TB disease, PHD will provide lab studies related to the monitoring of the active TB. Testing not related to the diagnosis of active TB will be the responsibility of the PCP.	PHC will reimburse PH for lab studies related to the monitoring of active TB cases.
6. Directly Observed Therapy	<p>The TB Nursing Supervisor will ensure that TB program staff will:</p> <ul style="list-style-type: none"> • Evaluate all TB disease cases for possible DOT • Provide PHC PCPs with their patient's specific DOT plan • Provide DOT to all pulmonary TB cases and all infectious TB cases. • Provide Treatment supervision for all at risk pediatric active extrapulmonary TB cases • Ensure access to medications for all PHC members on DOT. • Notify the PCP of adverse reactions to medication or necessity for dosage change. • Comply with all requirements specified in Title 22 C.C.R. Section 51276, "Direct Observed Therapy – Provider Qualifications". • Exchange clinical information regularly with PHC providers. • Promptly notify the PHC provider of any significant changes in patient condition or response to treatment. 	<p>The PHC Health Educator or designee will educate COUNTY to:</p> <ul style="list-style-type: none"> • Refer all patients needing DOT as standards of care for Class III, IV and V. • Obtain a consent for Release of Information to TB Control Program for information exchange between the PCP and TB Control Program. • Submit signed DOT order sheet. • Educate patients regarding DOT program. • Ensure prescribing of medications for all PHC members on DOT. • Immediately notify TB Control of adverse reactions to medications and change in medication orders. • Encourage PHC providers to exchange clinical information regularly with the TB Control Program. • Encourage PHC providers to promptly notify the TB Control Program of any significant change in the patient's condition. • Determine when course of treatment is complete and notify TB Control for all cases.
7. Contact Investigation	<p>The TB Control Program will:</p> <ul style="list-style-type: none"> • Initiate and conduct contact investigation upon notification from PCP of a case or suspected case per Public Health TB Control protocol. • PH will encourage all case 	<p>PHC will encourage providers to cooperate with the TB Control Program in conducting contact investigations involving PHC members.</p> <p>For PHC members who are contacts</p>

Area of Responsibility	Humboldt County Health Services/Tuberculosis Control Program and Direct Observed Therapy	Partnership HealthPlan of California (PHC)
	<p>contacts to seek evaluation at PH or from their PCP.</p> <ul style="list-style-type: none"> • PH will evaluate all case contacts who present to PH and refer positive cases to their PCP for treatment, Depending upon the presentation of each contact, evaluation of TB status may require a TST, an IGRA, or referral for a chest x-ray. 	<p>to a TB case, PHC will encourage providers to:</p> <ul style="list-style-type: none"> • Provide appropriate evaluation and initiation of appropriate treatment within five (5) days of notification of members who are (1) close contacts to a smear positive TB case (2) High risk contacts (under age of 5 or immunocompromised such as immunosuppressive therapy, HIV infection, etc.) • Provide appropriate evaluation and initiation of appropriate treatment within 10 days of notification of a PHC member who is (1) not high risk but a close contact to an AFB sputum smear negative TB Case (2) not high risk but are a casual contact (3) casual not close contacts TB case regardless of smear status. • Educate PHC providers to report examination results to TB Control Program on a timely basis. • Educate PHC providers to notify the TB Control Program when contacts of PHC members are referred to the TB Control Program for examination.
8. Appointment Scheduling	<p>TB Control program will provide:</p> <ul style="list-style-type: none"> • Information regarding TB clinic services to PHC Liaison. • Review update and/or re-negotiation of this agreement, as is mutually agreed. 	<p>PHC Liaison and PH staff will provide PH clinic site and hours of operation information to PHC providers.</p> <p>PHC will encourage PCP to provide priority appointments for PHC members who are contacts, suspects and/or cases when referred by renegotiation of this agreement, as is mutually agreed.</p>

Memorandum of Understanding
Humboldt County Department of Health and Human Services
Child Health and Disability Prevention (CHDP) Program

And Partnership Health Plan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

Phillip R. Crandall, Department of Health and Human Services Director
signed pursuant to the authority granted by the Board of Supervisors
on _____, _____

Date

Date

Date

Partnership HealthPlan of California

Jack Horn, Executive Director

Date

Robert Moore, MD, MPH, Chief Medical Officer

Date

Peggy Hoover, RN, Senior Director, Health Services

Date

Exhibit A
Areas of Responsibility

**Humboldt County Department of Health and Human Services
Child Health and Disability Prevention (CHDP) Program
and
Partnership HealthPlan of California**

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership HealthPlan of California (PHC)
1. Liaison	Meet quarterly, or more frequently if needed, with PHC to discuss administrative issues regarding coordination, preventive services, provider relations and claims processing.	Meet quarterly, or more frequently if needed, with CHDP to discuss administrative issues regarding coordination, preventive services, provider relations and claims processing. Provide updates on special projects or initiatives for specific medical conditions or case management guidelines (e.g. asthma)
2. Member and Provider Outreach	a. CHDP representative to coordinate outreach and promotion of CHDP services to Medi-Cal eligibles and potential eligibles ages 0 through 20 years with PHC designee. CHDP will send the schedule of educational/promotional events to PHC biannually.	Support outreach by CHDP and coordinate efforts with CHDP representative.
	b. Offer basic information to Medi-Cal eligibles about CHDP services through intra-agency agreement with the Department of Social Services, to include how to notify PHC if health care services are needed and refer issues identified on PM 357 to PHC. Provide CHDP information to PHC members (based on Medi-Cal aid code as it appears on PM357) requesting information about the CHDP program including how to notify their primary care provider or PHC if health care services are needed.	Inform all enrollees of their CHDP entitlements (including Early Periodic Screening Diagnostic Treatment [EPSDT] supplemental benefits and dental services) via member handbook and newsletter articles. Require all enrollees to have an initial health assessment within 120 days of notification of assignment to the Health Plan. Provide copies of member and provider newsletters and updates to the member handbook to the CHDP Program.

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership HealthPlan of California (PHC)
	c. Work with the PHC designee to develop a plan to educate providers as necessary.	PHC to include reminders for preventative services in member and provider newsletters. If additional education is necessary PHC will work with the CHDP designee to develop a plan to identify and educate those providers.
	d. Work with PHC Health Educator to coordinate prevention activities targeted to eligible age groups.	PHC Health Educator will work with CHDP representative to coordinate prevention activities targeted to eligible age groups.
3. Provider Network	a. Certify PHC Medical Providers for participation in the CHDP program in accordance with State Program standards. Provide PHC with copies of provider certification /re-certification status as needed or as changes occur.	PHC Provider Relations designee will inform CHDP of new PHC pediatric or family practice providers at the beginning of the credentialing process and as changes occur. PHC Provider Relations designee will advise providers of CHDP certification requirements and ensure CHDP certification is obtained from the CHDP program prior to PHC provider reimbursement for CHDP exams.
	b. For those providers from which CHDP has obtained permission, CHDP will exchange information (including data identified at facility reviews and medical chart audits) with PHC, as requested to reduce duplication of efforts.	For those providers from which PHC has obtained permission, PHC will exchange information (including data identified at facility reviews and medical chart audits) with CHDP, as requested including sharing relevant sections of scored facility review tools that are pertinent to CHDP to reduce duplication of efforts. PHC will request provider consent form to authorize sharing of information to and from CHDP.
	c. Provide consultation and technical assistance to PHC regarding EPSDT regulations, CHDP policies and health assessment guidelines as needed	Inform appropriate PHC providers of the roles and responsibilities of PHC and CHDP in the administration of CHDP services and payment of CHDP services.

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership HealthPlan of California (PHC)
		Provide training to CHDP staff regarding PHC program requirements.
	d. Provide training to providers on CHDP Program policies and procedures. (to include PM160 completion and Health Assessment Guidelines)	<p>PHC designee will collaborate with CHDP to identify medical providers in need of CHDP Program policy and procedure training.</p> <p>PHC will provide training to providers offices regarding reimbursement for CHDP services. CHDP and PHC will coordinate trainings with CHDP when appropriate.</p>
	<p>e. CHDP Provider Information Notices will be available on the internet for access by PHC and others.</p> <p>CHDP will provide PHC with advance copies (when possible) of communications to providers related to changes in the CHDP program or policies.</p>	PHC will send drafts of all CHDP-related communications targeting providers to CHDP prior to final distribution.
	f. CHDP State Provider Manual will be available on the internet for access by PHC and others.	PHC will maintain a a copy of the PHC Provider Manual on its web site for access by CHDP and others.
	g. CHDP will refer all reimbursement and claims issues for PHC members to PHC Claims Department designee.	PHC will refer all CHDP provider questions related to program policy, procedures, and non-PHC billing issues to CHDP.
4. Case Management	a. According to EPSDT guideline, continue with current system of care coordination, with exception of referrals that fit into PHC criteria for case management. In the current system, CHDP provides care coordination for PHC members with a dental or mental health issue code 4 and/or 5. For children in foster care, Health Care Program for Children in Foster Care (HCPCFC) provides care coordination for all issues with a	<p>Maintain a coordinated system of case management with the assistance of the CHDP Deputy Director or designee. Provide updates on special projects for specific medical conditions, with guidelines on case management (for example, asthma).</p> <p>PHC providers are responsible for assuring arrangements are made for follow-up and plan of care that reflects the findings and risk factors determined during the IHA for PHC</p>

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership HealthPlan of California (PHC)
	<p>code 4 and/or 5. Assist PHC to maintain a coordinated system of case management.</p> <p>CHDP is responsible for assuring arrangements are made for follow-up and plan of care that reflects the findings and risk factors determined during the Initial Health Assessment (IHA) for non-PHC members.</p>	<p>members. The provider's compliance with this process will be audited during facility site reviews.</p>
	<p>b. Direct PCPs to contact PHC with questions regarding client referrals.</p>	<p>Offer assistance to PCPs in referring potentially eligible members to community resources, including CCS, Head Start, mental health and non-preventive dental services as necessary upon request.</p>
	<p>c. Have mechanism to identify PHC members in out-of-county foster care placement with complex medical conditions requiring assistance from PHC with care coordination.</p>	<p>Maintain mechanism of advising out-of-area foster placement sites (parents, group homes, etc.) about Medi-Cal benefits under PHC and how to access out-of area care.</p>
5. Tracking	<p>a. Send Provider Information Notices (PIN) to enrolled providers as released by the State, which includes updates on periodicity and Health Assessment Guidelines (HAG).</p> <p>State to continue to send CHDP periodicity notifications (per CHDP protocol) to parents of non-PHC (State funded) members from birth to 24 months.</p>	<p>Annually send out American Academy of Pediatrics (AAP) guidelines regarding frequency of preventive health exams to households of PHC plan members via the member newsletter.</p>
	<p>b. Follow-up on PM 160s, per requirements of EPSDT</p> <p>CHDP will evaluate trends and assist providers in assuring follow-up appointments of non-PHC members.</p>	<p>The facility site review, performed by PHC QI every three years, will include a review to determine if the PCP follows up on missed appointments according to current PHC policies. PHC will provide summary of results to Humboldt CHDP representative upon request.</p>
6. Fiscal Management	<p>a. Refer provider payment questions and issues regarding</p>	<p>Pay CHDP certified providers, per contractual requirements, for</p>

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership HealthPlan of California (PHC)
	PHC claims to PHC.	provision of CHDP services.
	b. Order Confidential Screening/Billing Report PM160 (Information Only) forms for all CHDP certified provider offices, as requested.	Refer order requests made by certified CHDP providers for PM 160 forms to the CHDP office.
7. Data and Reporting	a. Share with PHC any reporting of CHDP services provided in Humboldt County (ie performance measures report).	Share with CHDP any performance measures reporting of Humboldt CHDP services upon email request. PHC Claims Department will collect and submit data to State and CHDP office on health assessments completed via PM160 (Information Only) per contractual requirement.
	b. Share information with PHC when learning of providers who experience a significant number of claims denied due to noncompliance with data set requirements. Coordinate provider training efforts with PHC when possible.	Share information with CHDP when learning of providers who experience a significant number of claims denied due to noncompliance with data set requirements. Coordinate provider training efforts with CHDP when possible.
8. Provider Education	a. Perform provider education about child health issues, including CHDP services.	Collaborate with CHDP staff in performing provider education about child health issues, including CHDP services.
	b. CHDP representative will make resources available to CHDP providers to support the provision of health education and anticipatory guidance in the CHDP exam.	Offer health education and anticipatory guidance to PHC providers according to CHDP health assessment guidelines. Inform PHC providers about the need to refer eligible members for indicated dental services.
9. Transportation Assistance and Appointment Scheduling	a. Offer transportation information and resources to members, as needed.	Offer transportation information and resources to members and providers, as needed.
	b. Refer all PHC members who are uncertain of their PCP	Upon request, PHC Member Services will provide information

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership Health Plan of California (PHC)
	assignment to PHC Member Services for assistance.	regarding the member's PCP or other provider to CHDP staff.
10. EPSDT Supplemental Services related to eligible conditions	Maintain a collaborative, coordinated approach for responding to requests for EPSDT supplemental services.	Maintain a collaborative, coordinated approach for responding to requests for EPSDT supplemental services.
11. Conflict Resolution	<p>a. Meet at least quarterly with PHC to address problems regarding access, referrals and claims issues that cannot be resolved at the service delivery level.</p> <p>These topics will be included as a standing agenda item.</p>	<p>Meet at least quarterly with CHDP to address problems regarding access, referrals and claims issues that cannot be resolved at the service delivery level.</p> <p>These topics will be included as a standing agenda item.</p>
	<p>b. Meet with PHC to prepare a joint annual statement regarding the effectiveness of the MOU for review by Humboldt County DHHS and PHC. MOU will be reviewed annually and revised as needed. If unable to resolve conflicts, CHDP Deputy Director will contact State Children's Medical Services (CMS) staff for assistance.</p>	<p>Meet with CHDP to prepare a joint annual statement regarding the effectiveness of the MOU for review by Humboldt County DHHS and PHC. MOU will be reviewed annually and revised as needed.</p> <p>If unable to resolve conflicts, PHC will contact DHCS Contract Manager for assistance.</p>
12. Quality Assurance	<p>a. Meet with PHC to develop standards and data indicators that monitor the quality of CHDP services.</p>	<p>Meet with CHDP to develop standards and data indicators that monitor the quality of CHDP services.</p>
	<p>b. Monitor provider compliance with CHDP program and EPSDT standards and policies through provider site reviews every three years. Coordinate joint site reviews with PHC staff, when appropriate.</p>	<p>Monitor provider compliance with CHDP program and EPSDT standards and policies through PCP reviews every three years. Coordinate joint site reviews with CHDP staff, when appropriate. Share pertinent sections of scored facility review tools to avoid duplication.</p> <p>Conduct annual office surveys regarding wait times for appointments.</p> <p>PHC will develop corrective action</p>

Area of Responsibility	Humboldt County Child Health & Disability Prevention Program (CHDP)	Partnership HealthPlan of California (PHC)
		plan when standards are not met.

Memorandum of Understanding
Humboldt County Department of Health and Human Services
Maternal, Child, Adolescent Health Program

And Partnership HealthPlan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

Phillip R. Crandall, Department of Health and Human Services Director
signed pursuant to the authority granted by the Board of Supervisors
on _____, _____

Date

Date
Date

Partnership HealthPlan of California

Jack Horn, Executive Director

Date

Robert Moore, MD, MPH, Chief Medical Officer

Date

Peggy Hoover, RN, Senior Director, Health Services

Date

Exhibit A
Areas of Responsibility

Humboldt County Department of Health and Human Services
Maternal, Child and Adolescent Health Program (MCAH)
and
Partnership HealthPlan of California

Area of Responsibility	Humboldt County Maternal, Child & Adolescent Health (MCAH)	Partnership HealthPlan of California (PHC)
1. Liaison	<ul style="list-style-type: none"> a. Responsible for appointing a liaison to coordinate activities between the MCAH program and PHC. b. Perinatal Services Coordinator (PSC) will disseminate Comprehensive Perinatal Services Program (CPSP) provider information to PHC Perinatal Program Coordinator. 	<ul style="list-style-type: none"> a. Responsible for appointing a liaison (PHC Perinatal Program Coordinator) to coordinate PHC perinatal activities with County MCAH staff. b. Participate in MCAH perinatal meetings, as requested by MCAH.
2. Outreach	<ul style="list-style-type: none"> a. MCAH will be responsible for outreach to Medi-Cal eligible and low income pregnant women and to assist them with access to prenatal care and community providers of services. b. MCAH will provide outreach services to Medi-Cal eligible and low income pregnant women to encourage early entry into prenatal care and help educate women about CPSP and other supportive MCAH related services in the community. MCAH may directly provide outreach services or indirectly through community advocates and providers of services to this target population. c. MCAH will refer clients lacking health coverage to County eligibility staff or certified application assistants and encourage pursuit of ongoing coverage to help maintain continuity of care. 	<ul style="list-style-type: none"> a. PHC will inform all PHC members of the availability of CPSP and other MCAH services. b. PHC's Perinatal Program Coordinator will consult with the Humboldt County PSC when PHC's written materials have been revised to ensure accuracy of CPSP information. c. PHC will refer clients lacking health coverage to County eligibility staff or certified application assistants and encourage pursuit of ongoing coverage to help maintain continuity of care.

Area of Responsibility	Humboldt County Maternal, Child & Adolescent Health (MCAH)	Partnership HealthPlan of California (PHC)
3. Education	<ul style="list-style-type: none"> a. Will work with the perinatal provider community to identify and address the educational needs of the MCAH population. b. Provide perinatal education to clients and/or providers of care as needed to promote healthy pregnancies. c. Will educate perinatal care providers about the Nurse Family Partnership (NFP) program, including eligibility criteria, and encourage providers to refer eligible clients to the program. d. Will refer clients to local health education resources. 	<ul style="list-style-type: none"> a. May perform or plan community-wide health education initiatives in coordination with the MCAH program. b. Will provide general perinatal education to PHC members and facilitate access to childbirth education, breastfeeding and other available classes for pregnant PHC members. c. PHC will encourage PCPs to refer first time pregnant MediCal eligible clients to NFP program prior to week 28 of the pregnancy.
4. Training	<ul style="list-style-type: none"> a. Collaborate with PHC perinatal providers to determine and assist them in meeting their training needs. 	<ul style="list-style-type: none"> a. Collaborate with PSC to determine and meet the training needs of perinatal providers. b. Provide the county PSC with an updated list of perinatal providers participating in PHC.
5. Care Coordination	<ul style="list-style-type: none"> a. Will work collaboratively with PHC staff and providers to coordinate MCAH related services to PHC members including coordination of services to women and infants with complex medical and social needs. b. Accept referrals for clients with high risk pregnancies and refer to community resources or provide supportive services as appropriate. 	<ul style="list-style-type: none"> a. Oversee care coordination of all pregnant PHC members and will work closely with County programs and case managers to prevent duplication of services. b. Assist MCAH programs with information or access to information about Medi-cal eligibility or PHC status of pregnant and postpartum members.

Area of Responsibility	Humboldt County Maternal, Child & Adolescent Health (MCAH)	Partnership HealthPlan of California (PHC)
6. Credentialing	<ul style="list-style-type: none"> a. PSC will act as consultant to PHC on CPSP credentialing standards. b. The PSC will review and provide approval recommendations for new CPSP applications per Title 22 regulations. c. PSC will review PHC perinatal guidelines and provide recommendations to PHC as needed to meet CPSP program requirements. 	<ul style="list-style-type: none"> a. Ensure PHC perinatal providers are appropriately credentialed, oriented to PHC perinatal policies and are providing perinatal services. PHC will encourage perinatal providers to become CPSP providers. b. Maintain a web based Provider Manual which allows contracted providers online access to all current policies and procedures. c. Send revised perinatal guidelines to CPSP Coordinator for review.
7. Referral	<ul style="list-style-type: none"> a. MCAH will assist both non-PHC clients and PHC members with referral to MCAH-related services, including CPSP services. b. MCAH will provide feedback to PHC for those members receiving public health nursing services or support services from Humboldt County programs c. Coordinate with PHC the development and maintenance of current referral and information resources for MCAH populations. 	<ul style="list-style-type: none"> a. Facilitate continuity of care for PHC members and make appropriate referrals in the community and work collaboratively with Humboldt County public health nursing programs. b. Coordinate with MCAH the development and maintenance of current referral and information resources for MCAH populations.
8. Data Collection	<ul style="list-style-type: none"> a. Review and summarize perinatal statistics from birth certificate data and other sources and share results with PHC as available. 	<ul style="list-style-type: none"> a. Collect perinatal data on PHC members. Share results of quality improvement activities annually with PHC providers and MCAH. Specific requests for data need to be addressed to the Health Services Director in writing per administrative confidentiality policy. b. Collaborate with MCAH staff to collect and analyze perinatal data for improvement projects and provide birth, birth outcome and other perinatal data as available.

Area of Responsibility	Humboldt County Maternal, Child & Adolescent Health (MCAH)	Partnership HealthPlan of California (PHC)
9. Quality Improvement	<ul style="list-style-type: none"> a. MCAH will conduct CPSP provider site reviews. MCAH will conduct provider training or technical assistance based on audit data and share results with PHC. b. PSC & PHC are jointly responsible for identifying service and quality needs or gaps and will work collaboratively to develop a plan for improvement. c. Coordinate with PHC to avoid duplication and minimize impact on provider offices, conducting reviews collaboratively when possible. 	<ul style="list-style-type: none"> a. PHC will conduct initial facility review of all new Obstetrical practitioners contracted with PHC for perinatal services. Based on audit findings, PHC will take appropriate action. b. PHC will support delivery of comprehensive perinatal services (perinatal care inclusive of CPSP support services) by all contractors providing perinatal care. PHC & MCAH program are jointly responsible for identifying service and quality needs or gaps and will work collaboratively to develop a plan for improvement. c. Coordinate with MCAH to avoid duplication and minimize impact on provider office, conducting reviews collaboratively when possible.
10. Perinatal Access	<ul style="list-style-type: none"> a. Work closely with PHC and community groups regarding access to care issues for Medi-Cal eligible and low-income pregnant women. b. Inform PHC and obstetric providers about funding options (AIM Program) available for those Medi-Cal eligible women who lose PHC eligibility. 	<ul style="list-style-type: none"> a. Take action to assure adequate accessibility and availability of perinatal services for PHC members. b. Work closely with MCAH staff and other community groups and other community providers to address access to care issues for Medi-Cal eligible pregnant women.
11. Problem Resolution	<ul style="list-style-type: none"> a. Meet with PHC quarterly or as needed, to review MOU and revise as necessary. Identify problem areas and plan collaboratively for resolution. b. Monitor MOU compliance and notify PHC if problems are identified. c. Work collaboratively with PHC to resolve service delivery problems and to create a seamless system of perinatal care. 	<ul style="list-style-type: none"> a. Meet with MCAH quarterly or as needed, to review MOU and revise as necessary. Identify problem areas and plan collaboratively for resolution. b. Monitor MOU compliance and notify MCAH program if problems are identified. c. Work collaboratively with PHC to resolve service delivery problems and to create a seamless system of perinatal care.

Memorandum of Understanding
Humboldt County Department of Health and Human Services
HIV Care and Prevention Programs

And Partnership HealthPlan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

_____ Phillip R. Crandall, Department of Health and Human Services Director signed pursuant to the authority granted by the Board of Supervisors on _____, _____	_____ Date
---	---------------

_____	_____ Date
-------	---------------

	_____ Date
--	---------------

Partnership HealthPlan of California

_____ Jack Horn, Executive Director	_____ Date
--	---------------

_____ Robert Moore, MD, MPH, Chief Medical Officer	_____ Date
---	---------------

_____ Peggy Hoover, RN, Senior Director, Health Services	_____ Date
---	---------------

Exhibit A
Areas of Responsibility

**Humboldt County Department of Health and Human Services
HIV Care and Prevention Programs
and
Partnership HealthPlan of California**

Category	Humboldt County Department of Health and Human Services	Partnership HealthPlan of California (PHC)
1. Liaison/ Operations	The North Coast AIDS Project (NorCAP) Program Services Coordinator serves as liaison and will coordinate activities with PHC, meet on a quarterly basis to review operational issues and mutually resolve issues. Program Services Coordinator will notify NorCAP staff of their roles and responsibilities related to coordination of HIV education, resource referral, and testing.	The Associate Medical Director or designee will coordinate activities with the NorCAP Program Services Coordinator, meeting on a quarterly basis to address and mutually resolve operational issues.
2. Health Education	NorCAP program staff will provide PHC information about AIDS and HIV education and resources.	<p>The PHC staff will:</p> <ul style="list-style-type: none"> • Provide general health education to enrollees about the indications for confidential and anonymous HIV testing and HIV/AIDS prevention. • Instruct providers to inform clients of their rights of confidentiality in accordance with State of California confidentiality laws.
3. HIV Antibody Testing/Counseling	<p>NorCAP program staff will:</p> <ul style="list-style-type: none"> • Provide information about local testing resources. • Provide the Plan with updated description of services including clinic site and mobile outreach van hours and locations of operation. • Educate Public Health clinic clients regarding confidential and anonymous HIV testing services and other HIV resources in the community. • Provide HIV testing and counseling service to populations 	<p>PHC staff will encourage providers to:</p> <ul style="list-style-type: none"> • Inform plan enrollees through the Member Handbook about the availability of confidential HIV testing at various plan provider network sites and confidential and anonymous HIV testing at Public Health sites. • Conduct follow-up on clients who fail to report for testing results. • Inform clients about partner notification of activities conducted by Public Health to inform their sexual and needle sharing partners about possible exposure.

Category	Humboldt County Department of Health and Human Services	Partnership HealthPlan of California (PHC)
	<p>at high risk for HIV transmission as assessed by NorCAP program staff.</p> <ul style="list-style-type: none"> Refer the Plan member back to PCP for additional care to ensure the continuity of care. 	<ul style="list-style-type: none"> Provide appropriate education to all HIV negative clients to lower their risks of HIV exposure, and refer them to appropriate risk reduction counseling or classes.
4. Follow-up	NorCAP staff will refer clients to PrimaryCare Provider (PCP) when appropriate.	<p>PHC staff are responsible to encourage providers to:</p> <ul style="list-style-type: none"> Refer clients to appropriate HIV specialist Design a treatment plan for the client (if test is positive) Refer clients to appropriate prevention and health services program. Follow-up with clients to ensure that all referrals are completed and recorded on medical charts.
5. Consent	NorCAP staff will obtain client's consent for HIV test in accordance with applicable laws and regulations.	<p>PHC staff will encourage providers to offer HIV tests as part of regular blood draws. PHC staff will educate providers on the proper procedures for obtaining results and for following strict interoffice confidentiality regulations.</p>
6. Provider Training	<p>NorCAP program staff will:</p> <ul style="list-style-type: none"> Provide the PHC with updates of HIV educational materials and resources. Provide trainings to PHC staff regarding HIV basics and stigma. Provide training to PCP staff regarding local HIV resources. 	<p>PHC staff will:</p> <ul style="list-style-type: none"> Educate providers on their HIV testing responsibilities. Encourage providers to follow State HIV testing and counseling requirements and standards. Collaborate with Public Health to provide in-service training to providers regarding resources and new regulations.
7. Billing & Out-of-Plan Reimbursement	Bill PHC for confidential tests administered to PHC members on a HCFA 1500 form.	<p>PHC will reimburse Public Health at Medical fee for service rate for confidential test within 45 days of receipt of a clean claim. PHC will reimburse out-of-plan providers in accordance with State Policy MMCD Letter 97-08.</p>
8. Data Collection	AIDS surveillance staff will compile all mandated statistics on HIV, and, as appropriate, share relevant reports with PHC	PHC staff will be responsible to prepare a quarterly aggregate report by test site with patient demographics.

Category	Humboldt County Department of Health and Human Services	Partnership HealthPlan of California (PHC)
9. Quality Improvement	Refer PHC members to PCP for additional medical care for those who are HIV positive.	PHC (through periodic updates and site visits) will monitor and use reasonable efforts to ensure that providers/staff are following State standards and protocols for HIV risk assessment reductions and disclosure counseling.
10. Monitoring and Conflict Resolution	<p>The HIV/AIDS Program Services Coordinator, Health Officer and the Director of Public Health (or designee) will:</p> <ul style="list-style-type: none"> • Schedule quarterly meetings with PHC liaison to monitor this MOU, as necessary. • Conduct an annual review, update and/or renegotiation of the agreement, as is mutually agreed. 	<p>The Associate Medical Director (or designee) will:</p> <ul style="list-style-type: none"> • Schedule quarterly meetings with STD program to monitor this MOU, as necessary. • Conduct an annual review, update and/or renegotiation of the agreement, as is mutually agreed.

Memorandum of Understanding
Humboldt County Department of Health and Human Services
Sexually Transmitted Disease (STD) Program

And Partnership Health Plan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

_____ Phillip R. Crandall, Department of Health and Human Services Director signed pursuant to the authority granted by the Board of Supervisors on _____, _____	_____ Date
---	---------------

_____	_____ Date
	_____ Date

Partnership HealthPlan of California

_____ Jack Horn, Executive Director	_____ Date
--	---------------

_____ Robert Moore, MD, MPH, Chief Medical Officer	_____ Date
---	---------------

_____ Peggy Hoover, RN, Senior Director, Health Services	_____ Date
---	---------------

Exhibit A
Areas of Responsibility

Humboldt County Department of Health and Human Services
Sexually Transmitted Disease (STD) Program
and
Partnership HealthPlan of California

Category	Humboldt County Health and Human Services Department	Partnership HealthPlan of California (PHC)
1. Liaison/ Operations	<ul style="list-style-type: none"> • The County Health Officer (or designee) serves as liaison that will coordinate activities with PHC, meeting on a quarterly basis to address and resolve operational issues related to the MOU. • The County Health Officer will notify PH Director/STD staff of their roles and responsibilities under this Memorandum of Understanding. 	<ul style="list-style-type: none"> • The Associate Medical Director (or designee) serves a liaison and will coordinate activities with the STD Program, meeting on a quarterly basis, as needed to address and resolve operational issues related to the MOU. • The Medical Director will notify PHC staff of their roles and responsibilities under the Memorandum of Understanding.
2. Disease Reporting and Surveillance	<p>County and State STD Control Staff will:</p> <ul style="list-style-type: none"> • Conduct surveillance activities (including selective case finding, interviewing on STD patients, contact tracing and referrals for care and follow-up for selective reportable STD). • Compile all mandated statistics on STD. • Share with PHC, incidence and other relevant reports as requested. • Provide PHC with surveillance priorities for STD as needed or when requested. • Respond to requests from PHC on reporting procedures/requirements for STD under California state law and monitor STD reporting of PHC providers, and if problems arise, collaborate to correct problem 	<ul style="list-style-type: none"> • The Associate Medical Director or designee, will ensure that instructions are given to PHC providers and contracting laboratories to file reports of STD diagnosis/treatment as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1, using California Morbidity Report (CMR) form. Report early syphilis within one working day, and other reportable STDs within 7 days.
3. Care Coordination/ Case Oversight	<ul style="list-style-type: none"> • The PH Nurse provides case oversight for certain reportable STDs according to the guidelines of the STD Branch of the 	<ul style="list-style-type: none"> • The Health Services Department will encourage PHC providers provide timely and appropriate STD diagnosis/treatment of members

Category	Humboldt County Health and Human Services Department	Partnership HealthPlan of California (PHC)
	<p>California Department of Public Health (CDPH) through communication with the provider, interviewing the patients, contact tracing and referrals priorities to ensure continuity of care.</p> <ul style="list-style-type: none"> The PH Director will respond to PHC requests for STD reporting protocols. 	<p>suspected of, or known to be infected with an STD. Sensitive services to minors, without parental consent, according to PHD STD program guidelines and the Medi-Cal Managed Care Division Policy Letters regarding STDs will also be addressed.</p>
4. Treatment Plan	<ul style="list-style-type: none"> The County Health Officer or designee provides technical assistance regarding STD standards of care. STD control and clinic confidential STD services will be provided through the DHHS-PH Adult Health clinics. No prior authorization from PHC or its subcontractors is required for an episode of diagnosis and initial treatment of an STD in accordance with the definitions of an episode in Department of Health Care Services Medi-Cal Managed Care Policy Letters (see DHCS MMCD letter 96-09) 	<p>The Health Services Department will encourage PHC Providers to:</p> <ul style="list-style-type: none"> Provide medical case management of STD testing and treatment, including prescribing of appropriate medications and providing necessary follow-up care. Document counseling of members on the importance to notify sexual partners so they can be tested and receive appropriate counseling and treatment. Maintain medical standards for STD treatment based on current Federal Centers for Disease Control (CDC) recommendations and Public Health Department (PHD) guidelines. Provide STD screening, diagnosis, counseling/education and treatment for PHC members (including sensitive services to minors over the age of 12, for diagnosis and treatment of STD). Test/treat sexual contacts referred by the DHHS-PH who are PHC members.
5. Appointment Scheduling and Follow-up	<ul style="list-style-type: none"> The STD Clinic medical staff will contact PHC to obtain primary care provider names (when referral for additional medical care appears necessary) and refer member to PCP to provide follow-up care. (See MMCD letter 96-09.) The STD Clinic will adhere to the appointment and scheduling standards adopted by PHC. PHC 	<p>The Associate Medical Director and Medical Director will encourage PCPs to:</p> <ul style="list-style-type: none"> Treat or refer members with suspected or active cases of STD within a clinically urgent care priority time frame. Provide information back to the DHHS-PH STD program in accordance with state and local public health reporting requirements.

Category	Humboldt County Health and Human Services Department	Partnership HealthPlan of California (PHC)
	<p>will furnish appointment and scheduling standards in writing.</p> <ul style="list-style-type: none"> In general, the STD clinic will treat members with suspected or active cases of STD within a clinically urgent care priority time frame. 	<ul style="list-style-type: none"> Provide follow-up services according to DHHS-PH STD program clinical guidelines. Follow-up on missed appointments of infected, untreated members and untreated sexual partners who are PHC members.
6. Partner Notification and Referral	<p>The PH Nurse will make every reasonable attempt to locate sexual partners of infected individuals according to the guidelines of the STD Branch of the California Department of Public Health (CDPH) to ensure that they are tested and receive appropriate counseling/treatment and identify sexual partners for further follow-up.</p>	<p>The Health Services Department will encourage PCPs to:</p> <ul style="list-style-type: none"> Provide counseling and assist infected patient with self-referral of sexual and /or needle sharing partners according to PH STD program “partner management” clinical guidelines. Ensure sexual partners, who report sexual contact with and STD patient and who are PHC members, are tested, treated, and counseled (according to PH STD program “partner management” clinical guidelines).
7. Epidemiology	<p>DHHS-PH staff will identify county STD trends and develop prevention oriented recommendations based on demographic, geographic and other data.</p>	<p>The Associate Medical Director is responsible to assist public health in the dissemination of epidemiological information to providers regarding outbreaks, legislation, new treatment, modalities and their implementation as needed.</p>
8. Health Education and Training	<p>STD control program will:</p> <ul style="list-style-type: none"> Assist PHC in developing preventive health education interventions in the areas of STD Collaborate in the training of PHC providers in the areas of new trends, treatment changes, and other relevant updates. Share state and CDC training program information to PHC liaison. 	<p>The Associate Medical Director, or designee will:</p> <ul style="list-style-type: none"> Collaborate with PH STD program to train PHC provides in the areas of new trends, treatment changes, and other updates. Collaborate with PH STD program to develop periodic updates on the needs of the Medi-Cal enrollees, design and implementation of health education programs. Instruct providers to provide information to enrollees at risk for STD (including materials on the

Category	Humboldt County Health and Human Services Department	Partnership HealthPlan of California (PHC)
		<p>prevention of STD) and the availability of screening and treatment.</p> <ul style="list-style-type: none"> • Disseminate state and CDC guidelines information to PHC providers. • Reasonably inform PHC Medi-Cal members of their right to access out-of-plan STD services without prior authorization including sensitive services for minors without parental consent.
9. Quality Improvement	County Health Officer will maintain standards of diagnosis/treatment consistent with standards of care and CCHA QIP, consulting with Medical Director on QIP issues.	When appropriate, the Medical Director will consult with the PH STD program to develop outcome and process measures for improving the quality of diagnosis and treatment services related to STDs for Medi-Cal members.
10. Monitoring and Conflict Resolution	<p>The Director of Public Health and the County Health Officer will:</p> <ul style="list-style-type: none"> • Schedule quarterly meetings with PHC liaison to monitor this MOU, as necessary. • Conduct an annual review, update and/or renegotiation of the agreement, as is mutually agreed. 	<p>The Associate Medical Director (designee) will:</p> <ul style="list-style-type: none"> • Schedule quarterly meetings, as needed with STD program to monitor this MOU. • Conduct an annual review, update and/or renegotiation of the agreement, as is mutually agreed.

Memorandum of Understanding
Humboldt County Department of Health and Human Services
Disease Control Unit (including: LEAD, TB, IMMUNIZATION ASSISTANCE,
COMMUNICABLE DISEASE)

And Partnership Health Plan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be

construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

_____ Phillip R. Crandall, Department of Health and Human Services Director signed pursuant to the authority granted by the Board of Supervisors on _____, _____	_____ Date
---	---------------

_____	_____ Date
	_____ Date

Partnership HealthPlan of California

_____ Jack Horn, Executive Director	_____ Date
--	---------------

_____ Robert Moore, MD, MPH, Chief Medical Officer	_____ Date
---	---------------

_____ Peggy Hoover, RN, Senior Director, Health Services	_____ Date
---	---------------

Exhibit A
Areas of Responsibility

Humboldt County Department of Health and Human Services
Disease Control Unit (including: LEAD, TB, IMMUNIZATION ASSISTANCE,
COMMUNICABLE DISEASE)
and
Partnership HealthPlan of California

Category	Humboldt County Department of Health and Human Services	Partnership HealthPlan of California (PHC)
1. Liaison/ Operations	The Disease Control Supervisor, or designee, will serve as liaison to PHC, meeting on a quarterly or as needed basis to review and mutually resolve operational issues.	The PHC Health Services Director, or designee, will serve as liaison to PHD, meeting on a quarterly or as needed basis to review and mutually resolve operational issues.
2. Planning and Evaluation	<ul style="list-style-type: none"> • Coordinate, when feasible, with PHC to facilitate ways to increase rate of immunizations in Humboldt County for PHC members. • Recommend goals for age-appropriate immunization status rates based on state/federal guidelines and regulations, communicating them to PHC. • Plan for providers performing LEAD screenings to receive updated information regarding LEAD poisoning issues. • Plan for Providers to receive information updates on communicable disease reporting issues, LEAD, TB, and immunization related issues. 	<ul style="list-style-type: none"> • Coordinate, when feasible, with PH to facilitate ways to increase rate of immunizations in Humboldt County for PHC members. • Work with PH upon request to establish goals for age-appropriate immunization status rates based on state/federal guidelines and regulations. • Collaborate with PH for providers performing LEAD screenings to receive updated information regarding LEAD poisoning issues. • Plan with PH systems of information delivery to providers on communicable disease reporting issues, LEAD, TB, and immunization related issues.
3. Outreach and Education	<ul style="list-style-type: none"> • Include the PHC Health Educator in the distribution list of all countywide media campaigns on the importance of early childhood immunizations, and other disease related issues. • Respond to requests for education from community groups, agencies, and providers on Immunization, LEAD, TB, and communicable disease updates. • Collaborate with PHC to develop member and provider education related to infectious communicable diseases. • Providers of newly diagnosed LEAD cases will receive written materials regarding the role of the provider, the role of the PH Nurse, 	<ul style="list-style-type: none"> • Provide support/assistance upon request to PH in the development and distribution of countywide media campaigns on the importance of early childhood immunizations, and other disease related issues. ie: Influenza, West Nile Virus, Norovirus. • Reinforce with providers PH's community education, orientation, and outreach services to community groups, agencies, and providers on Immunization, LEAD, TB, and communicable disease updates. • Collaborate with PH to develop member and provider education related to infectious communicable diseases.

Category	Humboldt County Department of Health and Human Services	Partnership HealthPlan of California (PHC)
	and the role of the Environmental Health Specialist in LEAD case management collaboration,	<ul style="list-style-type: none"> Remind Providers of newly diagnosed LEAD cases of their legal responsibilities, anticipatory guidance requirements, and availability of case management services through PH.
4. Services & Follow-up	<p>Public Health (PH) will:</p> <ul style="list-style-type: none"> Collaborate with PHC to develop mechanisms for providers to be able to send reminder notices to families regarding immunizations needed at regular intervals. Collaborate with providers on issues of LEAD follow up requirements. Inform providers of changes related to reporting communicable diseases 	<p>PHC will:</p> <ul style="list-style-type: none"> Collaborate with PH to develop mechanisms for providers to be able to send reminder notices to families regarding immunizations needed at regular intervals. Educate providers through Provider Newsletters on issues of LEAD follow up requirements. Collaborate with PH to inform providers of changes related to reportable diseases.
5. Quality Assurance & Improvement	PH will share countywide data with PHC when appropriate.	PHC will notify PH of audits by the PHC staff or other agencies, if appropriate, and share the results of audits involving PHC providers when allowed.
6. Reports/Data Collection	<ul style="list-style-type: none"> Provide county-wide data periodic reports to PHC when appropriate Continue to promote a countywide immunization registry. Collect and analyze data on countywide immunization rates. 	<ul style="list-style-type: none"> PHC will encourage all providers to comply with supplying information concerning reportable disease results, and will work with PH and the provider if the provider appears to be out of compliance.
7. Surveillance	<p>PH will:</p> <ul style="list-style-type: none"> Conduct epidemiological investigations on vaccine related preventable diseases and other required infectious diseases. Provide technical assistance to providers during disease outbreaks (vaccine preventable and other). Provide outbreak data to PHC's Health Services Director or Designee, when appropriate in accordance with PH policy on releasing information. 	<p>The Health Services Director or Designee will:</p> <ul style="list-style-type: none"> Encourage Providers' cooperation in the PHD's epidemiological investigations on vaccine related preventable diseases and other required infectious diseases. Assist providers (as appropriate for a health plan) during disease outbreaks (vaccine preventable and other).
8. Monitoring & Conflict Resolution	<ul style="list-style-type: none"> PH liaison will meet with PHC liaison to monitor this MOU. Meet with PHC to review and revise the 	<ul style="list-style-type: none"> PHC will meet with PH liaison to monitor this MOU. Meet with PHD to review and revise

Category	Humboldt County Department of Health and Human Services	Partnership HealthPlan of California (PHC)
	MOU as mutually agreed.	the MOU as mutually agreed.
9. Reimbursement	N/A for PH Disease Control and Surveillance	N/A

Memorandum of Understanding
Humboldt County Department of Health and Human Services
California Children's Services (CCS) Program

And Partnership Health Plan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. **TERMINATION:**

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. **REPORTS:**

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. **RECORDS AND AUDITS:**

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. **CONFIDENTIALITY OF RECORDS:**

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. **NONDISCRIMINATION COMPLIANCE:**

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

Phillip R. Crandall, Department of Health and Human Services Director
signed pursuant to the authority granted by the Board of Supervisors
on _____, _____

Date

Date

Date

Partnership HealthPlan of California

Jack Horn, Executive Director

Date

Robert Moore, MD, MPH, Chief Medical Officer

Date

Peggy Hoover, RN, Senior Director, Health Services

Date

Exhibit A
Areas of Responsibility

**Humboldt County Department of Health and Human Services
California Children's Services (CCS) Program
and
Partnership HealthPlan of California**

Area of Responsibility	Humboldt County California Children's Services (CCS)	Partnership HealthPlan of California (PHC)
1. Client/Member Outreach	Provide program brochures and information to PHC and its members as requested.	Inform members of availability of CCS benefits through newsletters, member handbook and individual consultation as needed by Health Services staff.
2. Referral and Case Management	<p>Determine CCS medical eligibility after receiving referral/request for authorization and complete medical information.</p> <p>CCS will devise system to inform PHC the status of CCS cases that includes: the newly eligible, eligibility denials, closed cases, and aged-out clients on no less than monthly basis.</p> <p>For PHC members, CCS as agents of MediCal will authorize services as appropriate.</p> <p>Provide case management for CCS conditions, coordinate benefits and authorize services according to State regulations and guidelines.</p> <p>Monitor provider treatment plan and patient compliance.</p> <p>Assure continuity of care through coordination with medical provider(s) and PHC case conference.</p> <p>Make referrals to community resources as needed.</p>	<p>Responsible for primary care case management of non-CCS conditions and all case management prior to CCS determination of eligibility and following closure.</p> <p>Identify members with potential CCS conditions and refer to CCS with appropriate and available medical information, for case eligibility determination and management of the CCS eligible condition(s). Referral resources may include, but are not limited to, physician inquiry, member inquiry, medical institution inquiry, TARs, claims and CHDP reports.</p> <p>Maintain communication with CCS regarding mutual clients.</p> <p>Educate and encourage providers to refer potentially CCS eligible children to CCS in a timely manner.</p> <p>Share available medical information with CCS and advise PHC providers to send needed medical reports to CCS for CCS's</p>

Area of Responsibility	Humboldt County California Children's Services (CCS)	Partnership HealthPlan of California (PHC)
	<p>Share available medical information with PHC and encourage CCS providers to share medical information with PHC and PHC primary care providers as needed for care coordination and continuity of care.</p> <p>Review and monitor PHC referral processes as needed.</p> <p>CCS/PHC Dispute Resolution Protocol (Attachment I) will be utilized to advance disputes/differences in eligibility determination of resolution. (Medi-Cal Managed Care Division Letter No. 96-10).</p> <p>Determination of coverage/non-coverage will be documented and receipt of that documentation provided to PHC with explanation of criteria based decision (Notice of Action) if requested by PHC.</p>	<p>consideration of medical eligibility.</p> <p>Provide information to members regarding CCS program and refer to community resources as needed.</p> <p>Identify local primary care provider. Assure relevant information passed from specialty services to local primary care provider.</p> <p>PHC will notify PHC Member Services of CCS "closed" cases so that the process of PCP assignment can occur in a timely manner.</p> <p>CCS/PHC Dispute Resolution Protocol (Attachment I) will be utilized to advance disputes/differences in eligibility determination of resolution. (Medi-Cal Managed Care Division Letter No. 96-10).</p> <p>PHC Chief Medical Officer or designee will contact CCS Administrator for initial discussion regarding appeal of CCS decision.</p> <p>If no resolution, PHC Chief Medical Officer or designee will document appeal via a letter to CCS.</p>
3. Client Assistance	<p>Assist clients to obtain care for CCS eligible conditions by referring to provider, per CCS guidelines.</p> <p>Educate client /family regarding CCS services and process. CCS will emphasize the role of ongoing primary care to clients/families.</p>	<p>PHC Member Services and Health Services staff will assist PHC members with access to care for non-CCS eligible conditions and will communicate pertinent information to CCS.</p>

Area of Responsibility	Humboldt County California Children's Services (CCS)	Partnership HealthPlan of California (PHC)
	CCS will inform families of appeal process when requested services are denied.	
4. Provider Outreach and Education	<p>Act as consultant to PHC and providers regarding CCS guidelines. Provide information for education and outreach.</p> <p>Advise and update PHC regarding CCS criteria and guidelines, for purpose of PHC promotion or training with providers.</p>	<p>Provide education and training to plan providers to ensure they are aware of their responsibility for timely referrals of members with potential CCS -eligible conditions to the CCS program.</p> <p>Participate in CCS training regarding PHC's role with patients having CCS-eligible conditions.</p>
5. Utilization Management	Provide CCS guidelines, policies regarding patient referral to CCS in-county providers and acute care facilities, with updates of provider lists as needed. Coordinate with consultants providing case review at tertiary care centers as possible.	<p>Responsible for developing and implementing Utilization Management (UM) activities related to members with CCS eligible condition in coordination with CCS.</p> <p>Participate in quarterly conferences, to identify gaps in care and barriers to access.</p> <p>Perform hospital site review per QM policy. Refer CCS conditions to CCS.</p>
6. Claims Processing	CCS claims are approved and processed at the state level, for payment of CCS authorized services by Medi-Cal on a fee for service basis.	<p>Notify plan providers who are paneled by CCS to submit claims for authorized CCS services in the county CCS program to obtain payment by Medi-Cal on a fee for services basis.</p> <p>Forward unpaid claims for members with CCS eligible conditions back to providers with notification from PHC/CCS.</p>
7. CCS Reporting	Meet quarterly or as needed to ensure ongoing communication, to resolve operational and administrative problems, and to identify policy issues needing resolution at the management level.	Meet quarterly or as needed, to ensure ongoing communication, to resolve operational and administrative problems, and to identify policy issues needing resolution at the management

Area of Responsibility	Humboldt County California Children's Services (CCS)	Partnership HealthPlan of California (PHC)
		level. Maintain and make available to CCS via the PHC website, lists of PHC- assigned Primary Care Providers for CCS children for whom CCS has not authorized a paneled Primary Care Provider.
8. Problem Solving	Meet at minimum, quarterly, to ensure ongoing communication, to resolve operational and administrative problems, and to identify policy issues needing resolution at the management level.	Meet at minimum, quarterly, to ensure ongoing communication, to resolve operational and administrative problems, and to identify policy issues needing resolution at the management level.
9. Liaison	<p>CCS designates the following liaisons as PHC's point of contact for coordination of all related activities:</p> <p>Administrative: HHS Program Services Coordinator/CCS Administrator</p> <p>Medical Eligibility: CCS Medical Consultant</p> <p>Case Management: HHS Program Services Coordinator/CCS Administrator</p> <p>Financial: Public Health Senior Fiscal Assistant</p>	<p>PHC designates the following liaisons as CCS's point of contact for coordination of all related activities:</p> <p>Administrative Liaison: Director, Health Services</p> <p>Medical Eligibility: Chief Medical Officer</p> <p>Care Coordination: Care Coordination Manager</p>

**Memorandum of Understanding
Humboldt County Department of Health and Human Services
Targeted Case Management Program**

And Partnership HealthPlan of California

This Memorandum of Understanding ("MOU"), entered into this day of _____, 2014, by and between Partnership Health Plan of California, a public entity, hereinafter referred to as "PHC," and County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services, hereinafter referred to as "COUNTY," is made upon the following considerations:

RECITALS

WHEREAS, PHC has entered into, and will maintain, contracts ("Medi-Cal Agreements") with the State of California and the Department of Health Care Services in accordance with the requirements of: the Knox-Keene Care Services Plan Act of 1975, Health and Safety Code Sections 1340 et seq.; Title 10, California Code of Regulations ("C.C.R.") Sections 1300 et seq.; Welfare & Institutions Code Sections 14200 et seq.; Title 22, C.C.R. Section 53250; and all other applicable local, state and federal laws under which Medi-Cal Beneficiaries assigned to PHC as Members receive medical services ("Covered Services") through PHC; and

WHEREAS, PHC will arrange for Covered Services of its Medi-Cal Members under the case management of designated Primary Care Physicians chosen by or assigned to Medi-Cal Members, and all healthcare services (with the exception of emergency services) will be delivered only as authorized by PHC; and

WHEREAS, COUNTY is a medical and/or health care services, supplies, or equipment provider licensed in the State of California, as applicable, and is eligible to participate in and meets the Standards of Participation of the Medi-Cal Program to provide services under the California Medi-Cal (Medicaid) Program and meets applicable requirements under Title 22 C.C.R. Section 51000 et. seq., Titles XVII and XIX of the Social Services Act; and

NOW THEREFORE, BE IT AGREED:

1. DESCRIPTION OF SERVICES:

PHC and COUNTY agree to provide all of the services set forth in Exhibit A – Areas of Responsibility, which is attached hereto and incorporated herein by reference. Said exhibit describes the work to be performed by PHC and COUNTY under this MOU.

2. TERM:

This MOU is in effect from September 1, 2013 and shall remain in full force and effect until terminated by mutual agreement.

3. TERMINATION:

- A. With Cause. Either party may give written notice of termination of this MOU for cause based upon a material breach of contract terms or any illegal act committed by the other party except that in the case of a material breach the party alleged to have committed the breach shall be afforded a period of 45 days within which to cure the breach.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

4. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Health and Human Services
Phillip R. Crandall, Director
507 F Street
Eureka, CA 95501

PHC: Partnership HealthPlan of California
Jack Horn, CEO
4665 Business Center Drive
Fairfield, CA 94534-1675

5. REPORTS:

PHC agrees to provide upon request by COUNTY any reports which may be required by local, state or federal agencies for compliance with this MOU.

6. RECORDS AND AUDITS:

- A. Maintenance and Preservation of Records. PHC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or COUNTY. PHC agrees to allow interviews of any of its employees who might reasonably have information related to such records.

7. CONFIDENTIALITY OF RECORDS:

- A. Confidential Information. In the performance of this MOU, COUNTY and PHC may receive confidential information. COUNTY and PHC agree to protect the confidentiality of all PHC clients and patients in conformance with, but not limited to: the California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code sections 1280.15 and 130203 as applicable; the California Confidentiality of Medical Information Act; and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmission of medical and non-medical information.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and PHC acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. COUNTY agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. COUNTY shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

PHC certifies by its signature below that it is not a nuclear weapons contractor, in that PHC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PHC agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHC becomes a nuclear weapons contractor.

9. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

10. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear its own costs and attorneys' fees.

11. INSURANCE:

Each party will maintain in full force and effect at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance. Such insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per event and Three Million Dollars (\$3,000,000) aggregate.

12. RELATIONSHIP OF PARTIES:

PHC shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to workers' compensation benefits, available or granted to employees of COUNTY. PHC shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the parties.

13. SUBCONTRACTING:

Neither party may subcontract any portion of the work required by this MOU.

14. COMPLIANCE WITH LAWS:

Each party hereto agrees to observe and comply with all applicable local, state, and federal laws and regulations. Both parties further agree to comply with all applicable local, state and federal licensure and certification requirements at all times during this MOU.

15. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this MOU. In the event that changes in federal or state legislation impact this MOU, COUNTY and PHC agree to renegotiate and amend the pertinent section within 90 days of receiving new language or instructions from the State.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party will assign its obligations under this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended, at any time during the term of this MOU, upon the written mutual consent of both parties.

21. STANDARD OF PRACTICE:

PHC warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PHC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. INFORMATION TECHNOLOGY ASSURANCES:

PHC shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PHC in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

24. INTERPRETATION:

This MOU shall be deemed to have been prepared equally by all of the parties hereto, and this MOU as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other parties prepared it.

25. FORCE MAJEURE:

Neither PHC nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. ENTIRE AGREEMENT:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.

27. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the subsequent MOU between PHC and COUNTY is entered into by and between the undersigned parties.

County of Humboldt

_____ Phillip R. Crandall, Department of Health and Human Services Director signed pursuant to the authority granted by the Board of Supervisors on _____, _____	_____ Date
---	---------------

_____	_____ Date
-------	---------------

_____	_____ Date
-------	---------------

Partnership HealthPlan of California

_____ Jack Horn, Executive Director	_____ Date
--	---------------

_____ Robert Moore, MD, MPH, Chief Medical Officer	_____ Date
---	---------------

_____ Peggy Hoover, RN, Senior Director, Health Services	_____ Date
---	---------------

Exhibit A
Areas of Responsibility

**Humboldt County Department of Health and Human Services
Targeted Case Management Program (TCM)
and
Partnership HealthPlan of California**

Area of Responsibility	Humboldt County Health and Human Services Targeted Case Management Program (TCM)	Partnership HealthPlan of California (PHC)
1. Liaison & Communication	<p>Designate a TCM liaison as the point of contact for PHC to coordinate activities of the TCM program with Partnership HealthPlan of California.</p> <p>TCM will provide information to PHC about the key functions of the Program and provide instructions to PHC about how to make referrals to the TCM program and other support programs provided by DHHS of benefit to PHC members.</p> <p>Meet with PHC on a quarterly basis or as needed to provide program updates and review coordination of services.</p>	<p>Designate a PHC liaison, as the point of contact for TCM, to coordinate activities of the PHC program with DHHS Targeted Case Management Program.</p> <p>PHC will provide information to TCM about the key functions of the PHC managed Medi-Cal Program and provide instructions to TCM about how to make referrals to the PHC Care Coordination program and other supportive services of benefit to PHC/TCM joint members such as the Member Services Department, Growing Together Program and Provider Relations Department.</p> <p>Meet with TCM on a quarterly basis or as needed to provide program updates and review coordination of services.</p>
2. Outreach & Education	<p>Develop targeted education and outreach program to inform community and medical providers of TCM services.</p> <p>Provide educational/promotional materials to PHC for distribution to provider network and members as appropriate.</p> <p>Jointly promote TCM and PHC services to members, health providers and other community providers rendering care to joint TCM/PHC clients.</p>	<p>Support TCM education and outreach program as appropriate. Educate PHC staff about TCM program and encourage appropriate member referral to TCM program and services.</p> <p>Provide educational/promotional materials to PHC for distribution to provider network and members as appropriate.</p> <p>Jointly promote TCM and PHC services to members, health providers and other community providers rendering care to joint TCM/PHC clients.</p>
3. Referral	TCM will check eligibility and refer PHC Medi-Cal members with specialized or	PHC will check eligibility and refer PHC Medi-Cal members or fee-for-service

Area of Responsibility	Humboldt County Health and Human Services Targeted Case Management Program (TCM)	Partnership HealthPlan of California (PHC)
	<p>complex medical conditions to PHC Care Coordination Program for medical case management services. Referrals will include:</p> <ul style="list-style-type: none"> • patient demographic information; • brief description of clinical condition; and, • medical reason for the referral to PHC. <p>Periodically review referrals from PHC to TCM for appropriateness and provide feedback to PHC staff in effort to improve quality of referrals.</p>	<p>Medi-Cal members with specialized or complex medical and or social conditions to PHC Care Coordination Program for social case management and support services. Referrals will include:</p> <ul style="list-style-type: none"> • patient demographic information; • brief description of clinical condition; and, • social support reason for the referral to TCM. <p>Periodically review referrals from TCM to PHC for appropriateness and provide feedback to TCM staff in effort to improve quality of referrals.</p>
4. Care Coordination	<p>TCM will provide comprehensive case management services to PHC Medi-Cal clients meeting TCM program criteria. Services to include:</p> <ul style="list-style-type: none"> • social • vocational • housing and other types of non-medical case management. <p>TCM will maintain confidential case management file for each client documenting case notes and communications with PHC.</p> <p>TCM will refer clients, when appropriate, to PHC for medical case management if the services required by the client cannot be provided by the member's assigned primary care provider, are highly complex or specialized, and require assistance from PHC Care Coordination Program staff.</p> <p>TCM staff will work in coordination with PHC and the member's primary care provider and specialty care providers</p> <p>TCM and PHC staff will meet and confer on individual cases to help assure coordination of services and enhance quality and effectiveness of care provided to clients.</p>	<p>PHC will provide case management services to PHC Medi-Cal clients meeting PHC program criteria including:</p> <ul style="list-style-type: none"> • complex medical conditions requiring specialized diagnostic and treatment services. <p>PHC will maintain confidential case management file for each client documenting case notes and communications with TCM.</p> <p>PHC will refer clients, when appropriate, to TCM for comprehensive non-medical case management services in support of the client's medical condition and clinical needs. These services include: social, vocational, housing and other supportive care to the client.</p> <p>TCM and PHC staff will meet and confer on individual cases to help assure coordination of services and enhance quality and effectiveness of care provided to clients.</p>

Area of Responsibility	Humboldt County Health and Human Services Targeted Case Management Program (TCM)	Partnership HealthPlan of California (PHC)
5. Data Collection	<p>TCM and PHC will share client data on a regular basis to promote coordination of case management services. All client information shall remain confidential and maintained in compliance with HIPAA regulations.</p> <p>TCM will collaborate with PHC staff to collect and analyze data related to shared clients for the purpose of evaluating case management services and identifying opportunities for improving outcomes, quality and effectiveness of care.</p>	<p>TCM and PHC will share client data on a regular basis to promote coordination of case management services. All client information shall remain confidential and maintained in compliance with HIPAA regulations.</p> <p>PHC will collaborate with TCM staff to collect and analyze data related to shared clients for the purpose of evaluating case management services and identifying opportunities for improving outcomes, quality and effectiveness of care.</p>
6. Quality Improvement & Problem Resolution	<p>Meet with PHC on a quarterly basis or as needed, to provide program updates, review referral process and coordination of case management services provided by each entity. Identify opportunities for improvement and plan collaboratively for resolution.</p> <p>Update MOU as needed to reflect the current working relationship.</p>	<p>Meet with PHC on a quarterly basis or as needed, to provide program updates, review referral process and coordination of case management services provided by each entity. Identify opportunities for improvement and plan collaboratively for resolution.</p> <p>Update MOU as needed to reflect the current working relationship.</p>