RESOLUTION - ACTION REQUESTED 2020-552

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: MOU with California Health and Wellness Plan for Targeted Case Management Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) with California Health and Wellness Plan (CHWP) to coordinate patient physical and behavioral health Targeted Case Management services; and Authorize the Acting Health and Human Services Agency (HHSA) Director to Sign the Memorandum of Understanding.

The purpose of this Memorandum of Understanding (MOU) is to describe the responsibilities of HHSA and Anthem in the coordination of Targeted Case Management to CHWP’s Medi-Cal beneficiaries. There will be no exchange of funds between CHWP and HHSA, but this MOU will result in additional Federal Financial Participation revenue reimbursed by DHCS to HHSA for services performed to Medi-Cal beneficiaries.

This TCM coordination MOU is required because some of the Medi-Cal beneficiaries in the county service area are California Health and Wellness Plan members. HHSA is under contract with the Department of Health Care Services (DHCS) to serve as a Targeted Case Management (TCM) services provider. A TCM provider is responsible for the provision of TCM services consistent with the requirements of Title 22 of the California Code of Regulations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the previous agreement with California Health and Wellness Plan on July 2, 2019 by Resolution 2019-382.

Mariposa County first entered into an MOU with CHWP on July 1, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is not approved, HHSA will forego the additional Federal Financial Participation revenue to be reimbursed by DHCS to HHSA for services performed to Medi-Cal beneficiaries.

FINANCIAL IMPACT:
Resolution - Action Requested 2020-552

There will be no exchange of funds between CHWP and Mariposa County Behavioral Health under this MOU. There will be no impact to the County General Fund.

ATTACHMENTS:
CA Health and Wellness MOU 2021 - Wcsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
MEMORANDUM OF UNDERSTANDING

between
CALIFORNIA HEALTH AND WELLNESS PLAN and
County of Mariposa, Health and Human Services Agency for
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 15th day of September, 2020, by and between County of Mariposa, Health and Human Services, ("COUNTY") and California Health and Wellness Plan ("CHWP") (hereinafter sometimes referred to as the "Parties" collectively or a "Party" individually).

WHEREAS, CHWP has executed a contract ("Medi-Cal Contract") with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to CHWP ("Members") in the county or counties where CHWP is approved to operate under the terms of its Medi-Cal Contract ("Service Area").

WHEREAS, COUNTY, through its County of Mariposa, Health and Human Services Agency, is mandated by State of California ("State") and federal laws to provide specific health services to the residents of COUNTY who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, CHWP is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments thereto, as follows:

1. TERM

This MOU shall become effective retroactively to the 1st day of _______, 2020, and automatically renew annually thereafter.
2. **TERMINATION**

   A. **Non-Allocation of Funds** – The terms of this MOU, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

   B. **Without Cause** – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

   C. **Breach** – Either Party may terminate this MOU upon a material breach if such breach has not been cured within thirty (30) days of receipt of written notice of breach by the non-breaching party.

3. **COMPENSATION**

   The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. **INDEPENDENT CONTRACTOR**

   In performance of the work, duties and obligations assumed by CHWP and COUNTY under this MOU, it is mutually understood and agreed that CHWP and COUNTY, including any and all of their respective officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the other party. Furthermore, neither party shall have any right to control or supervise or direct the manner or method by which the other party shall perform its work and function. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP’s employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.
5. **HOLD-HARMLESS**

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and hold harmless the other Party, its officers, agents and employees from any and all costs and expenses, including reasonable attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the indemnifying Party, including its officers, agents and employees, breach of its obligations under this MOU, its solely negligent or wrongful acts or omissions.

6. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a Party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a Party.

7. **CONFIDENTIALITY**

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

COUNTY shall, in collaboration with CHWP, and/or its subcontracted providers and vendors, develop and agree to policies and procedures on sharing information, including but not limited to, establishing secure methods of exchanging data identified below electronically. These policies and procedures will be attached and incorporated into this MOU within 90 days of execution of the MOU. COUNTY shall share the following minimally necessary client/member information to complete the assigned task. CHWP and County will comply with all applicable laws pertaining the use and disclosure of Protected Health Information (PHI) including but not limited to:

- HIPAA / 45 C.F.R. Parts 160 and 164
- Lanterman-Petris-Shorts Act (LPS) / W & I Code Section 5328-5328.15
- 42 C.F.R. Part 2
- HITECH Act (42 U.S.C. Section 1791 et. Seq.)
- California Medical Information Act (CMIA), Ca. Civil Code 56.00-56.37
CHWP and County, and/or its respective subcontracted providers and vendors shall provide all necessary client/member information to the other Party as necessary and appropriate to ensure appropriate care coordination, in compliance with all state and federal privacy laws, including without limitation “HIPAA”. Health Insurance Portability and Accountability Act, a federal law, Public Law 104-191 and its implementing regulations, including Standards for the Privacy of Individually Identifiable Health Information and the Health Insurance Reform: Security Standards at 45 Code of Federal Regulations (C.F.R.) parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), including its implementing regulations, which provide federal protections for individually identifiable health information held by covered entities, as defined therein.

(1) The parties understand and agree that each party has obligations under HIPAA with respect to the confidentiality, privacy, and security of patients' health information, and that each must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including, when required, the use of appropriate authorizations as specified under HIPAA. The disclosure of data, including without limitation PHI, from CHWP to COUNTY, is for the purposes of CHWP’s payment/health care operations and/or the COUNTY’s treatment, payment or health care operations in their capacities as Covered Entities and/or, to the extent applicable, in their capacity as Health Oversight Agencies (as such capitalized terms are defined in HIPAA).

(2). Each party acknowledges that it may have additional obligations under other State or federal laws that may impose on that party additional restrictions with respect to the sharing of information, including but not limited to the Confidentiality of Medical Information Act, Welfare and Institutions Code Section 5328 et. seq., and 42 C.F.R. Part 2.

8. **BREACH NOTIFICATION**

Incident Reporting, Mitigation, and Remediation. Parties shall report any of the following immediately after Discovery by entity or any Subcontractor: (i) any acquisition, access, or disclosure of PHI not provided for in this Agreement; (ii) and Security Incident involving PHI; (iii) and Breach of Unsecured PHI; and (iv) any loss, destruction, alteration, or other event in which PHI cannot be accounted for (collectively, an “Incident”). Notifications must be sent to privacy@healthnet.com. Party shall implement reasonable systems for the Discovery and prompt
reporting of any Incidents and shall train Business Associate personnel regarding the requirements under this agreement.

9. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

10. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party’s contract with a State agency.

11. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<table>
<thead>
<tr>
<th>CHWP</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Health and Wellness Plan</td>
<td>County of Mariposa, Health and Human Services Agency</td>
</tr>
<tr>
<td>1740 Creekside Oaks Drive, Suite 200</td>
<td>5362 Lemee Lane</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Mariposa, CA 95338</td>
</tr>
</tbody>
</table>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, certified postage prepaid, addressed to such Party.

12. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Mariposa County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by applicable federal and State laws and regulations, including binding regulatory guidance.
13. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days’ notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and the County of Mariposa, Health and Human Services Agency.

14. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

15. COUNTERPARTS

This MOU may be executed in counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

16. SEVERABILITY

If any provision of this MOU is rendered invalid or unenforceable by any local, State or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this MOU shall remain in full force and effect.

17. WAIVER

The waiver of any obligation or breach of this MOU by either Party shall not constitute a continuing waiver of any obligation or subsequent breach of either the same or any other provision(s) of this MOU. Further, any such waiver shall not be construed to be a waiver on the part of such party to enforce strict compliance in the future and to exercise any right or remedy related thereto.

18. ATTACHMENT
The Targeted Case Management services are described in the Targeted Case Management Services attachment, attached hereto and incorporated herein by this reference.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

**California Health and Wellness Plan**

Signature: [Signature]
Print Name: Abbie A. Totten
Title: Medi-Cal Program Officer
Date: 8/4/2020
ECM #: 486472

**County of Mariposa, Health and Human Services Agency**

(Legibly Print Name of Provider)
Signature: [Signature]
Print Name: [Name]
Title: [Title]
Date: 8/7/2020
Tax Identification Number:

**To be completed by California Health and Wellness Plan only:**

Effective Date of Agreement:

**APPROVED AS TO FORM:**

[Signature]
STEVEN W. DAHLEM
COUNTY COUNSEL

Included in Agreement
Attachment/Exhibit

- X [Attachment – Targeted Case Management Services]
TARGETED CASE MANAGEMENT SERVICES

[Mariposa County Health and Human Services Agency] is a local government agency (“LGA”) under contract with the Department of Health Care Services to serve as a Targeted Case Management services provider (“TCM Provider”). TCM Provider is responsible for the provision of TCM services consistent with the requirements of Title 22 of the California Code of Regulations.

While a California Health and Wellness Plan (“CHWP”) member may be eligible for TCM services, the parties understand and agree that these services are not covered by CHWP under its Medi-Cal contract with the Department of Health Care services and CHWP will not be responsible for compensation to TCM Provider, the County, or any division thereof, for such services.

The parties agree to coordinate services relative to TCM as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Targeted Case Management (“TCM”) Program Responsibilities</th>
<th>California Health and Wellness Plan (“CHWP”) Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIAISON(S)</td>
<td>Designate TCM Liaison(s) for respective programs as point of contact for CHWP to address referral and coordination related activities.</td>
<td>Designate CHWP liaison(s) as point of contact for the TCM Program to address referral and coordination related activities.</td>
</tr>
<tr>
<td>CLIENT IDENTIFICATION</td>
<td>County TCM will query all TCM clients to determine their health plan assignment for their primary medical care. County will request access to client managed care status and provider information via existing DHCS provider eligibility information access systems (MEDS).</td>
<td>CHWP will notify the member’s Primary Care Provider (PCP) and/or any Case Manager that the member is receiving TCM services along with the appropriate County TCM contact information. CHW will notify County TCM Program liaison when a TCM client is receiving complex medical case management from CHWP.</td>
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<tr>
<td>COORDINATION</td>
<td>a. County will share client/member care plans with CHWP upon request for CHWP members with open TCM cases.</td>
<td>a. CHWP will share client/member care plans with County for CHWP members with open TCM cases.</td>
</tr>
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<td>b. County will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</td>
<td>b. CHWP will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</td>
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<td></td>
<td>c. County will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with CHWP.</td>
<td>c. CHWP will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with County.</td>
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</table>
For any client/member with an open TCM case needing medical case management, County will communicate at least once every six months with CHWP to ensure that the client/member is receiving the appropriate level of care.

The coordination between CHWP and County will include, at a minimum, all medical issues and all social support related issues identified by County and/or CHWP.

County will pursue obtaining HIPAA consents from TCM clients to allow the sharing of medical information with CHWP.

d. For any client with an open TCM case needing medical case management, CHWP will communicate at least once every six months to ensure that the client/member is receiving the appropriate level of care.

e. The coordination between County and CHWP will include, at a minimum, all medical issues and all social support related issues identified by CHWP and/or County.

f. CHWP will pursue obtaining HIPAA consents from CHWP clients to allow the sharing of medical information with County.

<table>
<thead>
<tr>
<th>ASSESSMENT AND CARE PLAN PROTOCOL</th>
<th>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients who require services to assist them in gaining access to needed medical, social, educational, or other services.</th>
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<tbody>
<tr>
<td>b. County will be responsible for conducting all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, social, educational, or other service. This includes the required semi-annual reassessments.</td>
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<td>c. County will share TCM care plans with CHWP if requested by CHWP.</td>
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<tr>
<td>d. The County TCM care plan will specify the goals for providing TCM services to the eligible individual, and the services and actions necessary</td>
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<td>a. CHWP will provide health assessments and care plans for all members as needed.</td>
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<td>b. CHWP will assess member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</td>
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<tr>
<td>c. CHWP will be responsible for the development and revision of member care plans related to all assessed client medical needs and services related to the medical diagnosis as needed.</td>
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<tr>
<td>d. CHWP will share care plan information with County as necessary to coordinate member medical issues. In addition, CHWP will share care plans if requested by County.</td>
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<td>e. CHWP's Case Manager, when assigned, will communicate with the</td>
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| COORDINATION OF CARE BETWEEN TCM AND CHWP | a. The County TCM Case Manager will coordinate with CHWP when:  
  - The case manager has identified that the client/member receives complex case management from CHWP, and the County TCM Case Manager assesses that the client/member is not medically stable.  
  - The client/member indicates (self-declaration of receiving complex | a. The CHWP Case Manager will coordinate with County TCM Case Manager when:  
- CHWP has identified that the client/member receives TCM services, and the CHWP Case Manager assesses that the client/member is not medically stable.  
- The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a TCM Case Manager or other professional. |
case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other CHWP professional.

- The TCM Case Manager assesses that the client may have an acute or chronic medical issue and is not medically stable.
- The TCM Case Manager assesses that the client’s medical needs require CHWP case management.
- The TCM Case Manager assesses that the client may have social support issues that may impede the implementation of the CHWP care plan.

| b. County TCM Case Manager will determine what coordination options are appropriate for the client’s level of need in order to provide the same level of coordination with CHWP. |
| c. County TCM Case Manager will also provide any corresponding documentation to the CHWP Case Manager. |
| d. The County TCM Case Manager will obtain and review the client/member CHWP care plan. |
| e. The County TCM Case Manager will contact the CHWP Case Manager to |

- The CHWP Net Case Manager assesses that the client’s medical needs require TCM case management.
- The CHWP Case Manager assesses that the client may have social support issues that may impede the implementation of the CHWP care plan.

| b. CHWP will work together with the County TCM Case Manager to determine what coordination options are appropriate for the client’s level of need. |
| c. CHWP will provide any corresponding documentation to the TCM Case Manager. |
| d. The CHWP Case Manager will obtain and review the client/member CHWP care plan. |
| e. The CHWP Case Manager will contact the County TCM Case Manager to discuss the client/member medical issues and/or related social support issues. |
| f. The CHWP Case Manager will notify County TCM Case Manager via an agreed medium (e.g., specific form, email to CHWP), that the client/member is receiving CHWP services and has identified a social support issue(s) that may impede the implementation of the CHWP care plan. |
| g. The CHWP Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to County TCM Case Manager as soon as possible to address the |
f. The County TCM Case Manager will CHWP via an agreed medium (e.g., specific form such as TCM Coordination/non-Duplication Report form, email to CHWP that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the CHWP care plan.

g. The County TCM Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to CHWP as soon as possible to address the client’s/member’s immediate medical need.

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| PROVIDER TRAINING | a. The County TCM staff will provide training to CHWP’s staff as requested and within the capacity of TCM staff to accommodate training requests. | a. CHWP will provide training to TCM staff as requested and within the capacity of their staff to accommodate the training request. |

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| REFERRAL, FOLLOW UP AND MONITORING PROTOCOL | a. County TCM Case Managers will provide referral, follow-up, and monitoring services to help members obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses the client’s needs per Title 42 CFR Section 440.169. | a. CHWP will refer members for the following services in executing their responsibilities to members for the delivery of primary health care and related care coordination:

- Medical services
- Non-medical services
- Basic Social support needs

b. The TCM Case Manager will refer the client to services and related activities that help link the individual with medical, social, educational, |

b. CHWP will provide referrals for basic social support needs when an intensive level of case management is not needed and |
or other service providers. The TCM Case Manager will also link the client to other programs deemed necessary and provide follow-up and monitoring as appropriate.

c. The TCM Case Manager will contact CHWP directly as needed to ensure the CHWP Case Manager or PCP is aware of the client/member, and the client/member is receiving the proper care.

d. The above procedures must be followed by County unless the client has an urgent medical situation needing immediate case management intervention.

e. The TCM Case Manager shall provide all necessary referrals as appropriate, medical or otherwise, to CHWP as soon as possible to address the client’s/member’s immediate medical need.

f. TCM Case Managers will refer client to CHWP for all medically necessary services, and authorization for any out-of-network medical services.

g. TCM Case Manager will refer client to CHWP when a medical need develops or escalates after a CHWP assessment and notification of any related medically necessary support issues.

h. TCM Case Manager will refer clients to CHWP when the client needs assistance with medical related services, e.g., scheduling appointments with CHWP and delays in receiving

does not require follow-up or monitoring.

Examples include:

1) Member seen by a CHWP Case Manager and the member needs directions to the local Food Bank

2) CHWP Case Manager provides a member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services.

c. CHWP will refer members to County for TCM services when the individual falls into one of the identified target populations, has undergone a CHWP case management assessment, and meets any of the following criteria:

• Member is determined to need case management services for non-medical needs.

• CHWP has determined that the member has demonstrated an on-going inability to access CHWP services.

• CHWP has determined that member would benefit from TCM face-to-face case management.

• CHWP has concerns that the member has an inadequate support system for medical care.

• CHWP has concerns that the member may have a life skill, social support, or an environmental issue affecting the member’s health and/or successful implementation of the CHWP care plan.
authorization for specialty health services.

i. If the County determines that the client needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the member was referred as well as all other case management needs and develop a care plan as described in the “Assessment and Care Plan Protocol” section.

j. The TCM Case Manager will provide linkage and referrals as needed and will monitor and follow-up as appropriate.

k. County TCM Program may obtain and review CHWP’s client care plan to assist in assessing the referred issue.

l. The TCM client case shall remain open until the issue referred by CHWP has been resolved, and no other TCM service is determined to be necessary by County. If the client is uncooperative or becomes lost to follow-up, the case will be closed by the TCM Case Manager.

m. County TCM Case Manager will notify CHWP when the referred issues have been resolved.

n. Referral does not automatically confirm enrollment into a TCM program.

d. CHWP shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made.

e. Referral does not automatically confirm enrollment into a TCM program. Prior to the referral for TCM, CHWP will identify the social, educational, and/or other non-medical issues the member has that require case management.

f. When CHWP refers a member to County for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either CHWP or the TCM Case Manager deems necessary, but no less than quarterly.

<table>
<thead>
<tr>
<th>COMMUNICATION</th>
<th>The County TCM Program will:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Provide instructions on how to make referrals to County TCM program.</td>
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</table>

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<tr>
<th>CHWP will:</th>
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<tbody>
<tr>
<td>a. Facilitate communications regarding mutual client population and provide</td>
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</tbody>
</table>
b. Provide CHWP with TCM staff roster and liaison list.

c. Facilitate case discussions with CHWP as needed.

d. Refer any client with an open TCM case to the client’s CHWP Primary Care Provider (PCP) when the TCM case manager identifies client medical need.

e. Provide CHWP PCP with client status update when a TCM assessment is performed on a referred client with a new medical need.

f. Notify CHWP PCP client’s enrollment status in TCM Program via agreed upon form.

Instructions on how to make referrals to CHWP.

b. Provide TCM Program with a staff roster of CHWP Primary Care Provider (PCP) liaisons to facilitate case management.

c. Share Health/Medical Care Plan and History/Physical (HP) with TCM Program Case Manager as requested to ensure the most appropriate service delivery for mutual client member/population.

d. Identify and refer members who meet the target population definition and have identified a non-medical needs or issues where comprehensive TCM may be beneficial. (Understand referral does not automatically confirm participation and limited slots into the County’s TCM program.)

e. CHWP PCP will plan and coordinate medical care for the newly identified medical need in a timely manner.

f. If not enrolled in County TCM Program, Health County retains responsibility for low or no cost referral to local resources.

| DATA EXCHANGE | The County TCM Program will:
|---------------|----------------------------------------------
| a.           | Annually provide CHWP with TCM target populations served, including the TCM target population definitions |
| b.           | In collaboration with CHWP, develop a referral tracking system at no cost to promote coordination of services for CHWP members receiving services from TCM Case Managers. |

| CHWP will: |-----------------------------------
<p>| a.         | Share information among their providers as appropriate. |
| b.         | In collaboration with TCM Program, develop a referral tracking system at no cost to promote coordination of services for CHWP members receiving services from TCM Case Managers. |
| c.         | Any information relating to HIV/AIDS or Substance Use Disorder (SUD) will require |</p>
<table>
<thead>
<tr>
<th>MEMBER OUTREACH AND EDUCATION</th>
<th>QUALITY IMPROVEMENT AND ISSUE RESOLUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Access existing Department of Health Care Services (DHCS) provider eligibility information validation systems for client Medi-Cal Managed Care provider information (MEDS).</td>
<td>an authorization for disclosure (AFD) for any data exchanged and will be maintained at the provider level, as stated under CFR 42 Part 2 and CMIA.</td>
</tr>
<tr>
<td>a. The County TCM Case Managers will screen all TCM clients to identify if they are assigned to a CHWP for their primary medical care.</td>
<td>a. Inform CHWP members about availability of County’s TCM Programs.</td>
</tr>
<tr>
<td>b. Ensure that all County TCM Case Managers are educated on how to make referrals to CHWP providers.</td>
<td>b. Ensure CHWP providers are educated on how to make referrals to County TCM Case Managers.</td>
</tr>
<tr>
<td>QUALITY IMPROVEMENT AND ISSUE RESOLUTION</td>
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</tr>
<tr>
<td>a. Notify the CHWP liaison(s) when the client’s medical needs are not being addressed by the PCP as determined by the TCM Case Manager’s ongoing assessment of the client’s overall status.</td>
<td>a. Notify TCM liaisons when mutual client’s non-medical issues are not being addressed effectively as determined by the member’s PCP.</td>
</tr>
<tr>
<td>b. If an issue remains unresolved, the TCM Liaison can request involvement of appropriate CHWP Management Team staff to address and resolve quality, administrative or operational issues.</td>
<td>b. If an issue remains unresolved, the CHWP Liaison can request involvement of appropriate County TCM Program Management Team staff to address and resolve quality, administrative or operational issues.</td>
</tr>
<tr>
<td>c. Participate in ad hoc meetings with CHWP as needed.</td>
<td>c. Convene ad hoc meetings with TCM Case Managers as needed.</td>
</tr>
</tbody>
</table>