

AMENDMENT #1 TO
Managed Care Plan Mental Health Services

This Amendment #1 (“Amendment #1”) is entered into this 1st day of December, 2024 by and between the County of Tuolumne doing business as the Behavioral Health Department, a political subdivision of the State of California (“County”) and Blue Cross of California Partnership Plan, Inc (“Contractor”) and Heath Net Community Solutions (“Contractor”).

WHEREAS, on September 9th, 2024, the County and the Contractor entered into a Memorandum of Understanding (MOU) for Coordination of Services (“Agreement”) to provide Managed Care Plans for Mental Health Services; and

WHEREAS, desire to amend language in paragraphs 4 and 5 of the MOU; and

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Paragraph 4 of the MOU, effective upon execution of this Amendment #1, are amended to replace “The designated MCPs Responsible Person listed in Exhibit A of this MOU,” to “The designated MCPs Responsible Person is the Director Program Management or Designee for Blue Cross of California Partnership Plan, Inc. and the: Manager, County Relations & MOU Compliance for Health Net Community Solutions, Inc.
.”

MCPs Obligations.

- a. **Provision of Covered Services.** MCPs is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCPs Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.
- b. **Oversight Responsibility.** The designated MCPs Responsible Person is the Director Program Management or Designee for Blue Cross of California Partnership Plan, Inc. and the : Program Manager for Health Net Community Solutions, Inc., is responsible for overseeing MCPs compliance with this MOU. The MCPs Responsible Person must:
 - i. meet at least quarterly with MHP, as required by Section 9 of this MOU;
 - ii. report on MCPs compliance with the MOU to MCPs compliance officer no less frequently than quarterly. MCPs compliance officer is responsible for MOU compliance oversight reports as part of MCPs compliance program and must address any compliance deficiencies in accordance with MCPs compliance program policies;
 - iii. ensure there is a sufficient staff at MCPs who support compliance with and management of this MOU;
 - iv. ensure the appropriate levels of MCPs leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP are invited to participate in the MOU engagements, as appropriate;

- v. ensure training and education regarding MOU provisions are conducted annually for MCPs employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and
 - vi. serve, or may designate a person at MCPs to serve, as the MCPs-MHP Liaison, the point of contact and liaison with MHP. The MCPs-MHP Liaison is listed in Exhibit A of this MOU. MCPs must notify MHP of any changes to the MCPs-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.
 - c. Compliance by Subcontractors, Downstream Subcontractors, and Network Providers. MCPs must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.
2. Paragraph 5 of the MOU, effective upon execution of this Amendment #1, are amended to replace “The designated MCPs Responsible Person listed in Exhibit A of this MOU,” to “The designated MCPs Responsible Person is the Business and Operations Manager.”

MHP Obligations.

- a. Provision of Specialty Mental Health Services. MHP is responsible for providing or arranging for the provision of SMHS.
- b. **Oversight Responsibility.** The designated MHP Responsible Person, the Business and Operations Manager, is responsible for overseeing MHP’s compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCPs. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCPs of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:
 - i. meet at least quarterly with MCPs, as required by Section 9 of this MOU;
 - ii. report on MHP’s compliance with the MOU to MHP’s compliance officer no less frequently than quarterly. MHP’s compliance officer is responsible for MOU compliance oversight and reports as part of MHP’s compliance program and must address any compliance deficiencies in accordance with MHP’s compliance program policies;
 - iii. ensure there is sufficient staff at MHP to support compliance with and management of this MOU;
 - iv. ensure the appropriate levels of MHP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCPs are invited to participate in the MOU engagements, as appropriate;
 - v. ensure training and education regarding MOU provisions are conducted annually to MHP’s employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and
 - vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP, and reporting to the MHP Responsible Person.
- c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP must require and ensure that its Subcontractors, Downstream

Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

<p>COUNTY OF TUOLUMNE</p> <p><u>Liz Peterson</u> Liz Peterson (Jan 16, 2025 15:01 PST)</p> <hr/> <p>By: Tracie Riggs, County Administrative Officer</p>	<p>CONTRACTOR</p> <p></p> <hr/> <p>By: Les Ybarra, President</p>
<p><u>Annie Hockett</u> Annie Hockett (Jan 16, 2025 12:49 PST)</p> <hr/> <p>By: Annie Hockett, Human Services Agency Director</p>	<p></p> <hr/> <p>By: Dorothy Seleski, Senior Vice President, Medi-Cal Product Performance</p>
<p></p> <hr/> <p>By: Tami Mariscal, Behavioral Health Director</p>	
<p>APPROVED AS TO LEGAL FORM:</p> <p> Christopher Schmidt (Jan 16, 2025 13:46 PST)</p> <hr/> <p>By: Christopher Schmidt, Deputy County Counsel</p>	