

AMENDMENT #1 TO
Managed Care Plan Drug Medi-Cal Services

This Amendment #1 (“Amendment #1”) is entered into this 1st day of May, 2025 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, Inc (“Contractor”) and Health Net Community Solutions (“Contractor”).

WHEREAS, on February 25, 2025, the County and the Contractor entered into a Memorandum of Understanding (MOU) for Coordination Solutions (“Agreement”) to provide Managed Care Plans for Drug Medi-Cal 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 for Blue Cross of California Partnership Plan, Inc. and the: Manager, County Relations & MOU Compliance Service Coordination Liaison for Health Net Community Solutions, Inc..”

MCPs Obligations.

- a. **Provision of Covered Services.** MCPs is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCPs Network Providers as set forth in the applicable Medi-Cal Managed Care Contract (i.e., referrals for SUD services as required by this MOU), and other Providers of carve-out programs, services, and benefits.
- b. **Oversight Responsibility.** The designated MCPs Responsible Person is the Director, Program Management for Blue Cross of California Partnership Plan, Inc. and the: Program Manager, County Relations & MOU Compliance 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 DMC State Plan County, 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 sufficient staff at MCPs to support compliance with and management of this MOU;

- iv. Ensure an appropriate level of MCPs leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the engagements and ensure the appropriate levels of leadership from DMC State Plan County 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 MCP- DMC State Plan County Liaison, the point of contact with DMC State Plan County. The MCP- DMC State Plan County Liaison must be listed in Exhibit A of this MOU. MCPs must notify DMC State Plan County of any changes to the MCP-DMC State Plan County Liaison as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.
- c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCPs must require and ensure 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 Staff.”







DMC State Plan County Obligations.

- a. **Provision of Covered Services.** DMC State Plan County is responsible for providing or arranging Covered SUD Services.
- b. **Oversight Responsibility.** The designated DMC State Plan County Responsible Person, the Business and Operation Staff is responsible for overseeing DMC State Plan County’s compliance with this MOU and must ensure compliance with and manage this MOU. The DMC State Plan County Responsible Person serves, or may designate a person to serve as the designated DMC State Plan County Liaison, and the point of contact with MCPs. The DMC State Plan County Liaison is listed in Exhibit B of this MOU. DMC State Plan County must notify MCPs of changes to the DMC State Plan County Responsible Person as soon as reasonably practical but no later than the date of change. DMC State Plan County must notify MCPs of changes to the DMC State Plan County Liaison as soon as reasonably practical but no later than the date of change. The DMC State Plan County Responsible Person must:
 - i. Meet at least quarterly with MCPs, as required by Section 9 of this MOU;
 - ii. Conduct MOU compliance oversight, produce reports as part of DMC State Plan County’s compliance program, and must address any compliance deficiencies in accordance with DMC State Plan County’s compliance program policies;
 - iii. Ensure that sufficient staff at DMC State Plan County are identified to support

- compliance with and management of this MOU;
 - iv. Ensure the appropriate levels of DMC State Plan County 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 for DMC State Plan County's employees responsible for carrying out activities under this MOU, and as applicable for DMC Providers; and
 - vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC State Plan County, and reporting to the DMC State Plan County Responsible Person.
 - c. **Compliance by Subcontractors and DMC Providers.** DMC State Plan County must require and ensure that its Subcontractors and DMC Providers 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>Roger Root (Jun 16, 2025 08:46 PDT)</u></p> <p>By: Roger Root, Acting County Administrative Officer</p>	<p>CONTRACTOR</p> <p> Digitally signed by Les Ybarra Date: 2025.06.23 17:11:56 -07'00'</p> <p>By: Les Ybarra, President</p>
<p> <u>Annie Hockett (Jun 13, 2025 09:17 PDT)</u></p> <p>By: Annie Hockett, Human Services Agency Director</p>	<p> 06/25/2025</p> <p>By: Dorothy Seleski, Senior Vice President, Medi-Cal Product Performance</p>
<p></p> <p>By: Tami Mariscal, Behavioral Health Director</p>	
<p>APPROVED AS TO LEGAL FORM:</p> <p> <u>Christopher Schmidt (Jun 16, 2025 08:06 PDT)</u></p> <p>By: Christopher Schmidt, Deputy County Counsel</p>	