

**Memorandum of Understanding  
Between  
Blue Cross of California Partnership Plan, Inc., Health Net Community Solutions,  
Inc., and Calaveras County Health and Human Services Agency**

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This Memorandum of Understanding (“MOU”) is entered into by **Blue Cross of California Partnership Plan Inc. (Anthem)**, **Health Net Community Solutions Inc. (“Health Net”)**, collectively referred to as the **“MCPs”**, and **Calaveras County Health and Human Services Agency (“County”)**, effective as of the date of execution (the “Effective Date”). County, MCPs, and MCPs’ relevant Subcontractors and/or Downstream Subcontractors are each referred to herein as a **“Party”** and collectively as the **“Parties.”**

**WHEREAS**, MCPs are required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCPs and who are receiving, or are potentially eligible to receive, In-Home Supportive Services (“IHSS”) (“Members”) are able to access and/or receive services in a coordinated manner from MCPs and County; and

**WHEREAS**, the Parties desire to ensure that Members receive IHSS in a timely manner pursuant to existing State requirements, and that IHSS is coordinated with medical services and long-term services and supports (“LTSS”) to promote the health and safety of Members.

**NOW, THEREFORE**, in consideration of the mutual agreements and promises, the Parties agree as follows:

**1. Definitions**

Capitalized terms have the meaning ascribed by MCPs’ Medi-Cal Managed Care Contract with the **California Department of Health Care Services (“DHCS”)**, unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at [www.dhcs.ca.gov](http://www.dhcs.ca.gov).

- a. MCP Responsible Person:** The person designated by MCP to oversee MCP coordination and communication with County and ensure MCP’s compliance with this MOU as described in Section 4.
- b. MCP-IHSS Liaison:** MCP’s designated point of contact responsible for acting as liaison between MCP and County as described in Section 4. The MCP-IHSS Liaison must ensure appropriate communication and care coordination are ongoing, facilitate quarterly meetings (Section 9), and provide updates to the MCP Responsible Person and/or the MCP compliance officer.
- c. LTSS Liaison:** The person or persons designated by MCP to support care coordination and transitions from institutional settings as defined by All Plan Letter 23-004 or any subsequent guidance.
- d. IHSS Responsible Person:** The person designated by County to oversee coordination and communication with MCP and ensure County’s compliance with this MOU (Section 5).

**e. IHSS Liaison:** County's designated point of contact responsible for acting as liaison with MCP (Section 5). The IHSS Liaison ensures communication, coordinates care, participates in quarterly meetings, and updates the IHSS Responsible Person.

**f. Multi-disciplinary Team (MDT):** Any team of two or more persons trained in the prevention, identification, management, or treatment of abuse of elderly or dependent adults, as defined in WIC Sections 15610.55 et seq. and 10850.1. The MDT is typically facilitated by Adult Protective Services (APS) staff (WIC 15751).

## **2. Term**

This MOU is effective as of the Effective Date and remains in effect through December 31, 2028, unless one or more Parties terminate or amend it pursuant to Section 14.f.

## **3. Services Covered by This MOU**

This MOU governs coordination of care between County and MCP for Members who may be eligible for and/or are receiving IHSS.

## **4. MCP Obligations**

### **a. Provision of Covered Services**

MCPs are responsible for authorizing Medically Necessary Covered Services, coordinating care provided by Network Providers, assisting Members or their Authorized Representatives to refer themselves to County for IHSS, and coordinating Medi-Cal LTSS, including carve-out program services and benefits.

### **b. Oversight Responsibility**

The designated MCP Responsible Person (Exhibit A) must:

1. Meet at least quarterly with County (Section 9).
2. Report quarterly to MCP's compliance officer on MOU compliance.
3. Ensure sufficient staff are assigned for MOU management.
4. Involve appropriate leadership in MOU implementation and oversight, and invite County leadership as appropriate.
5. Provide annual MOU training for employees and applicable Subcontractors, Downstream Subcontractors, and Network Providers.
6. Serve, or designate a person to serve, as MCP-IHSS Liaison (Exhibit A). This function may be assigned to the MCP-LTSS Liaison if that person meets all training and expertise requirements per DHCS APL 23-004 and Section.
7. MCPs must notify County of any MCP-IHSS Liaison changes in writing no later than the date of change and must notify DHCS within five working days.

### **c. Compliance by Subcontractors, Downstream Subcontractors, and Network Providers**

MCPs must require and ensure that Subcontractors, Downstream Subcontractors, and Network Providers comply with all applicable provisions of this MOU.

## **5. County Obligations**

### **a. Provision of Services**

County is responsible for assessing, approving, and authorizing each Member's initial and continuing need for IHSS as required by California Welfare and Institutions Code Section 12300.

**b. Oversight Responsibility**

The designated IHSS Responsible Person (Exhibit A) must oversee County's compliance and serve or designate an IHSS Liaison (Exhibit A). County must notify MCPs of changes to the IHSS Liaison in writing as soon as reasonably practical but no later than the date of change. The IHSS Responsible Person shall review and provide input into the development of any MOU training or education.

**6. Training and Education**

**a.** MCPs must provide training and orientation for all personnel carrying out MOU responsibilities, and, as applicable, for Network Providers, Subcontractors, and Downstream Subcontractors. Training must occur within 60 working days of the Effective Date, prior to assuming MOU responsibilities, and at least annually thereafter.

**b.** MCPs must provide County, Members, and Network Providers with educational materials on accessing Covered Services, including services provided by County.

**c.** MCPs must ensure materials explain how Covered Services and carved-out services are accessed, including outside normal business hours.

**d.** MCPs, in collaboration with County, must train the MCP-IHSS Liaison on IHSS assessment and referral processes, provider coordination, and referral requirements for inpatient and SNF settings to support safe transitions. County may train its staff on MCP Covered Services, including nonemergency and nonmedical transportation, to assist Members.

**7. Referrals**

**a.** The Parties shall jointly develop policies ensuring Members are referred to County or MCPs for appropriate services.

**b.** For Members who may be eligible for IHSS, MCPs must submit referrals using a jointly developed, patient-centered, shared decision-making process.

**c.** If MCP learns that a current IHSS recipient's condition has changed, MCP shall advise that Member to contact the County IHSS Office.

**d.** County should refer Members to MCPs for Covered Services, Community Supports, or care management programs such as ECM or CCM. MCP shall provide the IHSS Liaison written referral procedures and a list of ECM and Community Support services. If County is also an ECM Provider under a separate agreement, that agreement governs ECM services.

**e.** If notified by an MCP representative of an IHSS participant's condition change, County may follow up to determine whether reassessment is needed.

**8. Care Coordination and Collaboration**

**a.** The Parties shall adopt policies for coordinated access to care:

1. Ensure no duplication across ECM, Community Supports, and IHSS.
2. Maintain continuity of Population Health Management and Medi-Cal benefits.
3. Coordinate outreach for Members receiving IHSS identified by DHCS.

b. The Parties must meet quarterly to discuss care coordination issues, effectiveness measures, and any barriers.

c. MCPs must assess Members transitioning between care settings and share referral and support documentation with County consistent with Transitional Care Service requirements.

d. County should provide Members with information on obtaining MCPs' Covered Services, including ECM and Community Supports.

## **9. Quarterly Meetings**

a. The Parties must meet no less frequently than quarterly to address care coordination, Quality Improvement (QI) activities, and case-specific issues. Meetings may be held virtually.

b. Within 30 working days after each meeting, MCPs must post meeting dates on their websites and distribute summaries of follow-up actions.

c. MCPs must invite IHSS Responsible Persons and appropriate executives to ensure representation. Subcontractors and Downstream Subcontractors may participate.

d. MCPs must report quarterly meeting updates to DHCS as specified.

e. MCPs shall participate in County-led local meetings, forums, and joint equity and wellness efforts as appropriate.

## **10. Quality Improvement**

The Parties must develop QI activities for MOU oversight, including performance measures, reports tracking referrals, engagement, and service utilization. MCPs must document these QI activities in their policies.

## **11. Data Sharing and Confidentiality**

The Parties must exchange only the minimum necessary data to fulfill this MOU, protecting confidentiality per HIPAA, 42 CFR Part 2, and all applicable laws.

### **a. Data Exchange**

MCPs must, and County is encouraged to, share minimum necessary data to facilitate referrals and coordination. Exhibit B lists agreed data elements, reviewed annually. Signed releases are not required solely for Member referral exchange.

1. MCPs must coordinate with County to receive IHSS population data for accurate population health analysis.
2. MCPs must, and County is encouraged to, share information to support referrals and care coordination per Section 7 and Section 8.
3. MCPs must share information with County allowing IHSS Liaison to identify Members receiving ECM and/or Community Supports. If authorization is required, Parties must agree to a standard consent form.

### **b. Interoperability**

MCPs must make Members' electronic health information available per 42 CFR Section 438.10 and APL 22-026. MCPs must maintain an API with complete, accurate Network Provider directory data at a public digital endpoint.

## **12. Dispute Resolution**

a. The Parties must agree to procedures ensuring any dispute regarding service coverage is promptly addressed in good faith. Pending resolution, both Parties continue service delivery. Disputes unresolved within 30 working days may proceed to legal remedies under California law.

b. Unresolved disputes must be forwarded by MCPs to DHCS and may be reported by County to CDSS. Pending resolution, Parties may agree to interim arrangements.

c. Nothing herein waives any government claim filing requirements under California law.

### 13. Equal Treatment

Nothing in this MOU is intended to benefit or prioritize Members over other IHSS participants. County must comply with Title VI of the Civil Rights Act (42 U.S.C. § 2000d et seq.) prohibiting differential service or benefit delivery.

### 14. General Provisions

a. **MOU Posting:** MCPs must post this executed MOU on their websites.

b. **Documentation:** MCPs must retain compliance documentation for at least ten years, and submit requested MOUs to DHCS within ten Working Days upon request.

c. **Notice:** Notice must be made in writing to the address below the signature lines by in-person delivery, messenger, certified mail, or email with mailed copy. Delivery timing is governed as described herein.

d. **Delegation:** MCPs **may** delegate obligations only to Fully or Partially Delegated Subcontractors made Parties to this MOU, consistent with the Medi-Cal Managed Care Contract.

e. **Annual Review:** MCPs must conduct an annual MOU review, provide DHCS proof of such review, and submit any modified versions.

f. **Amendment:** This MOU may be amended only by written agreement; however, it automatically updates to reflect changes required by amendments to the Medi-Cal Managed Care Contract or applicable law.

g. **Governance:** Governed and construed under the laws of the State of California.

h. **Independent Contractors:** The Parties are independent entities. Nothing herein creates an employer-employee or agency relationship.

i. **Counterpart Execution:** This MOU may be executed in counterparts (including electronic or PDF signatures), each deemed an original.

j. **Superseding MOU:** This document constitutes the final and entire agreement between the Parties and supersedes any conflicting prior agreements.

*(Remainder of page intentionally left blank)*

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

**Blue Cross of California  
Partnership Plan, Inc.**

**Calaveras County**

Signature: [Signature]  
Date: 10/28/2025  
Name: Les Ybarra  
Title: President  
Notice Address:  
21215 Burbank Blvd., Suite 100  
Woodland Hills, CA 91367

Signature: [Signature]  
Date: 11-4-2025  
Name: Marcos Munoz, Director  
Department: Health and Human Services  
Notice Address:  
891 Mountain Ranch Road  
San Andreas, CA 95249

**Health Net Community Solutions Inc.**

Signature: [Signature]  
Date: 10/29/2025 7  
Name: Dorothy Seleski  
Title: President, Medi-Cal Product  
Notice Address:  
21281 Burbank Blvd.  
Woodland Hills, CA 91367

## **Exhibit A**

MCP and IHSS Liaisons as referenced in Sections 4.b and 5.b of this MOU

### **MCP Liaisons:**

#### **Anthem**

MCP Responsible Person: Director of Program Management

MCP Agency Liaison: County Account Program Manager

#### **Health Net**

MCP Responsible Person: Program Manager-MOU Partnerships

MCP Agency Liaison: Service Coordination Liaison

#### **Agency Liaisons**

Calaveras Health and Human Services Agency

Agency Responsible Person: Deputy Director of Social Services

Agency Liaison: Adult Services Program Manager

## **Exhibit B**

### **Data Elements**

- a. MCPs and County must share the following data elements:
  - 1. Member demographic information; (including Medi-Care, Medi-Care Beneficiary Identification (MBI) if applicable).
  - 2. Behavioral and physical health information.
  - 3. Diagnoses, progress notes, and assessments.
  - 4. Medications prescribed.
  - 5. Laboratory results.
  - 6. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.