

**AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)**

**And  
COUNTY OF TULARE  
(Mental Health Department)**

This Amendment (“Amendment”) to the Memorandum of Understanding (defined below), is entered into as of this 1<sup>ST</sup> day of July, 2019, (“Effective Date”) by and between BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC., hereinafter referred to as “ANTHEM”) and the County of Tulare (hereinafter referred to as the “COUNTY”) with reference to the following facts:

WHEREAS, ANTHEM and COUNTY are parties to the Memorandum of Understanding dated February 2, 2007, as amended by addendums dated November 4, 2014 and January 1, 2019 (the “*MOU*”);

WHEREAS, as background, the Medicaid Health Home State Plan Option is authorized under the Patient Protection and Affordable Care Act (Pub. L. 111-148), enacted on March 23, 2010, as revised by the HealthCare and Education Reconciliation Act of 2010 (Pub. L. 111-152), enacted on March 30, 2010, together known as the Affordable Care Act (“ACA”). Section 2703 of the ACA allows states to create Medicaid health homes to coordinate the full range of physical health care services, behavioral health services, and community-based long term services and supports (“LTSS”) needed by members with chronic conditions;

WHEREAS, In California, Welfare and Institutions Code (WIC) Sections 14127 through 14128 authorize the Department of Health Care Services (“DHCS”), subject to federal approval, to create the Health Homes Program (“HHP”) for Medi-Cal members with chronic conditions who meet the eligibility criteria specified by DHCS;

WHEREAS, The HHP is a comprehensive, longitudinal benefit that is available to eligible managed-care plan members to support identified medical, behavioral health, substance use, and housing support services until such time as care plan goals are accomplished or are no longer relevant. Care coordination services provided through the HHP are based on comprehensive, multi-disciplinary evaluations of members that inform the development of an individualized Health Action Plan (“HAP”) for each member, which is shared with the care team in a collaborative effort to manage each member’s care appropriately and efficiently;

WHEREAS, DHCS has created the HHP for Medi-Cal members with chronic conditions who meet the eligibility criteria specified by DHCS and ANTHEM is implementing the HHP;

WHEREAS, as a requirement of the HHP, ANTHEM must ensure that all contracted HHP providers, including Community Based Care Management Entities, as well as any delegated entities and all subcontracts comply with applicable state and federal laws and regulations including but not limited to: HIPAA / 45 C.F.R. Parts 160 and 164 , HITECH Act (42. U.S.C. Section 17921 et. seq., LPS / W & I Code Sections 5328-5328.15, 45 C.F.R. Part 2, CMIA (Ca Civil Code 56 through 56.37), additionally; DHCS guidance, including without limitation All Plan Letters and Policy Letters issued by the DHCS governing the HHP;

WHEREAS, effective upon the HHP implementation date for ANTHEM, ANTHEM will be responsible for providing the following six core HHP services to its eligible Medi-Cal Members: comprehensive care management, care coordination, health promotion, comprehensive transitional care, individual and family support, and referral to community and social support services; and

WHEREAS, the parties hereto agree to amend this MOU on the terms and conditions contained herein to provide for the HHP by ANTHEM.

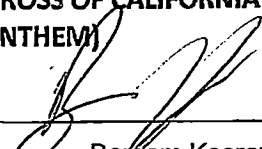
NOW, THEREFORE in consideration of foregoing, the County and ANTHEM, for good and valuable consideration the receipt of which is hereby acknowledged agree as follows:

1. Section VII.B, of the MOU, is hereby amended by adding the following as a new subparagraph]  
"Coordination of ongoing care for Members in transition and programs including Members eligible for the Health Homes Program ("HHP") as such programs are developed and directed by DHCS. ANTHEM and County will mutually develop written policies and procedures for coordinating care for eligible Members enrolled in the HHP who are also receiving Medi-Cal specialty mental health services through the County. All such policies and procedures shall be consistent with applicable laws and DHCS guidance for the HHP."
2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning as in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect.
3. This Amendment may be executed in counterparts, all of which taken together constitute a single agreement between the parties. The MOU, as amended hereby, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereto and supersedes any prior agreement, writings, or understandings, whether oral or written.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures to be effective as of the Effective Date.

**BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)**

Date 7/23/2019

By   
Print Name Barsam Kasravi, MD  
Title President

Date 7/18/2019

By   
Print Name Cassie Kam  
Title CFO, BCCPP

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

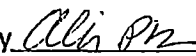
Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By  7/26/19  
Deputy

Matter # 20191254