

1 **AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING**

2 This Amendment No. 1 to Memorandum of Understanding (MOU) 24-365 is dated
3 _____ and is between and is between the COUNY OF FRESNO, a political
4 subdivision of the State of California, herein after referred to as "County" or "Mental Health Plan"
5 ("MHP") or Drug Medi-Cal Organized Delivery System ("DMC-ODS"), and each provider listed in
6 Revised Exhibit A "Medi-Cal Managed Care Plans List, hereinafter referred to as "Contractor"
7 (collectively the "parties").

8 **Recitals**

9 A. On July 9, 2024, the County and the Contractor entered into MOU 24-365 with
10 Managed Care Plans (MCPs) Blue Cross of California Partnership Plan, Inc. (Anthem) The
11 Fresno-Kings-Madera Regional Health Authority, dba CalViva Health, its Subcontractor, Health
12 Net Community Solutions, Inc., and Kaiser Permanente, to ensure that Medi-Cal beneficiaries
13 enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental
14 health services and substance use disorder services in a coordinated manner from MCP and
15 MHP.

16 B. On September 19, 2024, the Department of Health Care Services informed the
17 County of the need to include the names and titles of the designated persons in the MOU.

18 C. The parties now desire to amend the MOU include the names and titles of
19 the MCP designees and the titles of the County Designated Staff assigned to this MOU.

20 The parties therefore agree as follows:

21 1. All references to "Exhibit A" shall be deemed references to "Revised Exhibit A", which is
22 attached and incorporated by this reference.

23 2. That the existing MOU 24-365, section five (5), paragraph b of the MOU starting on page
24 three (3) with the word "Oversight", and ending on page three (3) with the word "must" be
25 deleted and the following inserted in its place:

26 **"Oversight Responsibility.** The Director, Program Management and BH Case Manager
27 of Anthem the Program Manager, County Relations & MOU Compliance and the Service
28 Coordination Liaison of CalViva Health, and the MOU Coordinator of Kaiser Foundation

1 Health Plan, listed on "Revised Exhibit A" of this MOU are responsible for overseeing MCP's
2 compliance with this MOU. The MCP Responsible Persons must:"

3 3. That the existing MOU 24-365, section six (6), paragraph b of the MOU, starting on page
4 four (4), with the word "Oversight" and ending on page four (4) with the word "must" be deleted
5 and the following inserted in its place:

6 "Oversight Responsibility. The Division Manager of Plan Administration and the
7 Division Manager of SUD & MH Prevention, Access, Outreach and Engagement listed on
8 "Revised Exhibit A" of this MOU are responsible for overseeing DMC-ODS/MHP's compliance
9 with this MOU. The DMC-ODS/MHP Responsible Persons serve, or may designate a person to
10 serve as the designated DMC-ODS/MHP Liaison, the point of contact and liaison with MCP.
11 The DMC-ODS/MHP Liaison is listed on "Revised Exhibit A" of this MOU. The DMC-ODS/MHP
12 Liaison may be the same person as the DMC-ODS/MHP Responsible Person. The DMC-
13 ODS/MHP must notify MCP of changes to the DMC-ODS/MHP liaison as soon as reasonably
14 practical but no later than the date of change. The DMC-ODS/MHP responsible person must:"

15 4. When both parties have signed this Amendment No. 1, the MOU and this Amendment
16 No. 1 together constitute the Agreement.

17 5. The Contractor represents and warrants to the County that:

- 18 a. The Contractor is duly authorized and empowered to sign and perform its obligations
19 under this Amendment.
- 20 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
21 to do so and his or her signature on this Amendment legally binds the Contractor to
22 the terms of this Amendment.

23 6. The parties agree that this Amendment may be executed by electronic signature as
24 provided in this section.

- 25 a. An "electronic signature" means any symbol or process intended by an individual
26 signing this Amendment to represent their signature, including but not limited to (1) a
27 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

1 electronically scanned and transmitted (for example by PDF document) version of an
2 original handwritten signature.

3 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
4 equivalent to a valid original handwritten signature of the person signing this
5 Amendment for all purposes, including but not limited to evidentiary proof in any
6 administrative or judicial proceeding, and (2) has the same force and effect as the
7 valid original handwritten signature of that person.

8 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
10 2, Title 2.5, beginning with section 1633.1).

11 d. Each party using a digital signature represents that it has undertaken and satisfied
12 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
13 through (5), and agrees that each other party may rely upon that representation.

14 e. This Amendment is not conditioned upon the parties conducting the transactions
15 under it by electronic means and either party may sign this Amendment with an
16 original handwritten signature.

17 7. This Amendment may be signed in counterparts, each of which is an original, and all of
18 which together constitute this Amendment.

19 8. The MOU as amended by this Amendment No. 1 is ratified and continued. All provisions
20 of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

21 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

COUNTY OF FRESNO

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:
Org No.: 56302666 (\$0)
Account No.: 7295 (\$0)
Fund No.: 0001
Subclass No.: 10000

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The parties are signing this Agreement on the date stated in the introductory clause.

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC.;



Les Ybarra, President

21215 Burbank Blvd. Suite 100
Woodland Hills, CA 91367

For accounting use only

Org No.: 56302666 (\$0)
Account No.: (\$0)
Fund No.: 0001
Subclass No.: 1000

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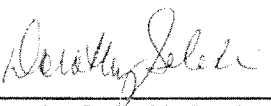
The parties are signing this Agreement on the date stated in the introductory clause.

CALVIVA HEALTH:
FRESNO, KINGS, MADERA
REGIONAL HEALTH AUTHORITY
DbA CALVIVA HEALTH


Jeffrey Nkansah, Chief Executive Officer

7625 North Palm Avenue, Suite 109
Fresno, CA 93711

CALVIVA HEALTH SUBCONTRACTOR:
HEALTH NET COMMUNITY SOLUTIONS, INC.


Dorothy Seleski, Senior Vice President, Medi-Cal Product

21281 Burbank Blvd.
Woodland Hills, CA 91367

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Account No.: (\$0)
Fund No.: 0001
Subclass No.: 1000

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The parties are signing this Agreement on the date stated in the introductory clause.

KAISER FOUNDATION HEALTH PLAN, INC.

DocuSigned by:

Celia Williams

Celia Williams, Executive Director, Medicaid
Care Delivery and Operations

393 E. Walnut St.
Pasadena, CA 9188

For accounting use only

Org No.: 56302666 (\$0)

Account No.: (\$0)

Fund No.: 0001

Subclass No.: 10000

Revised Exhibit A

MCP Provider List

<u>MCP</u>	<u>Designated Person</u>
Blue Cross of California Partnership Plan, Inc. dba Anthem 21215 Burbank Blvd. Suite 100 Woodland Hills, CA 91367	Name: Janet Paine Title: Director, Program Management Email: Janet.paine@anthem.com Name: Judy Barrios, LMFT Title: BH Case Manager Email: Judy.Barrios@carelon.com
Fresno, Kings, Madera Regional Health Authority dba CalViva Health CalViva Health Subcontractor: Health Net Community Solutions, Inc.	Name: TBD Title: Program Manager, County Relations & MOU Compliance Email: Name: Rosa Martinez Urueta Title: Service Coordination Liaison Email: Rosa.MartinezUrueta@healthnet.com
Kaiser Foundation Health Plan, Inc. 393 E. Walnut St. Pasadena, CA 911881	MCP Responsible Person: Regional Director, MOU Implementation MCP Liaison: MOU Coordinator

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<u>DMC-ODS/MHP</u>	<u>Designated Person</u>
County of Fresno 1925 E. Dakota Avenue Fresno, CA 93726	Name: Joseph Rangel Title: Division Manager – Plan Administration Email: rangeia@fresnocountyca.gov Name: Gleyra Castro Title: Division Manager – SUD & MH Prevention, Access, Outreach, and Engagement Email: gcastro@fresnocountyca.gov