Attachment A

County Health Department and American Indian Health and Services MOU

MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA COUNTY HEALTH DEPARTMENT
and
AMERICAN INDIAN HEALTH & SERVICES

SECTION ONE: PURPOSE

This Memorandum of Understanding (MOU) is by and between the Santa Barbara County Health Department (CHD) and American Indian Health & Services (AIH&S) and covers referral services for the patients of each organization.

CHD and AIH&S have worked collaboratively for a number of years to provide medical services to the uninsured and underinsured residents of Santa Barbara County. Both organizations are Federally Qualified Health Centers. AIH&S provides both primary care medical and dental services, and CHD provides both primary care medical and OB services. Both organizations have provided referrals to the other organization to provide access to both dental services and OB services. Each organization wishes to better describe and clarify the mutual responsibilities for these referrals.

SECTION TWO: MOU POINTS OF CONTACT

A. CHD-The Primary Care Division Chief or in his or her absence the Health Center Administrator for the Santa Barbara Health Center will serve as the primary contact for all services.
B. AIH&S-The American Indian Health & Services (AIH&S) Executive Director and in his or her absence the Director of Operations will serve as the primary contact for all services.

SECTION THREE: SCOPE OF WORK

A. Referrals from AIH&S to CHD for OB Services (types: OB)
    1. Reason for referral
        a. An AIH&S patient is requiring OB services that are provided by CHD but not available through AIH&S.
    2. Goal: To provide AIH&S patients with access to OB services offered through the County Health Department, including Perinatal and CPSP.
    3. Objectives
        a. AIH&S Primary Care Providers (PCPs) will be responsible for coordinating the ongoing care of their patients. To provide high quality of care, improve patient outcomes and provide documentation of the continuum of care, CHD providers seeing AIH&S patients will provide reports of patient visit outcomes to AIH&S PCPs within 5 business days of the date of the patient visit.

b. To ensure the sustainability of the OB services, it is imperative to maintain a balance of patients with third party payers to those that are truly self-pay patients. For the purposes of this MOU, AIH&S referrals, excluding OB referrals, will be representative of their current patient payer populations and funding sources.
c. To fulfill its Mission and its Federally Qualified Health Center requirements, CHD must give first priority to its existing patients. However, CHD will work closely with AIH&S referral coordinators and AIH&S patients to provide access to care in a reasonable amount of time and will provide higher priority to those patients in need of immediate care. For non-critical care, patients are to receive a scheduled office visit within 60 days or less.
d. If CHD's OB and/or specialty services reach capacity, CHD will notify AIH&S that CHD is unable to accept new referrals and will provide an estimated timeframe for when capacity is expected to reopen.

4. Process

General

a. The CHD Referral Form must be completed for all referrals to the County Health Department (CHD).
b. The CHD referral will be e-faxed through OCHIN/EPIC electronic health record system. A designated Administrative Office Professional (AOP) will index the electronic referral form into the patient's medical record using EPIC's OnBase document management solution.
c. A designated AOP will review the referral and schedule the patient for an appointment with a specialist and/or OB provider.
d. Additional questions or requests for information will be addressed by contacting identified AIH&S PCP by phone, **protected** fax, or **encrypted** email. If additional discussion on a referral is required, a physician-to-physician phone conference will be arranged by the referring and accepting staff.

5. Communications/Forms
   a. AIH&S will provide accurate information on current patient financial class and instruct patient to provide all appropriate third-party payer verification (cards) at time of intake for appointment at CHD.
   b. Follow-up treatment reporting will occur as specified in Objectives above.
6. Reimbursement for Services
   a. CHD will directly bill any eligible third-party payers. Patients will be eligible for the Health Resources Services Administration (HRSA) Sliding Fee Scale in compliance with the current version of the HRSA Health Center Program Compliance Manual.
   b. Individuals and families with incomes above 100% of the current FPG and at or below 200% of the FPG receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and

c. Individuals and families at or below 100% of the FPG receive a full discount or a nominal charge for these services.

B. Referrals from CHD to AIH&S for dental services

1. Reason for referral
    a. CHD patient requiring access to dental care available through AIH&S but not provided by CHD.
2. Goal: To provide CHD patients access to dental care services offered through the American Indian Health & Services Dental Clinics.
3. Objectives
    a. CHD Primary Care Providers (PCPs) will be responsible for coordinating the ongoing care of their patients. To maintain high-quality care, improved outcomes, and complete documentation, AIH&S providers treating CHD patients for examinations and treatment (excluding prophylaxis) will provide visit outcome reports to CHD PCPs within 5 business days of completing the patient's treatment plan.
    b. To ensure the sustainability of dental care clinics, it is imperative to maintain a balance of patients with third party payers to those that are truly self-pay patients. For the purposes of this MOU, CHD referrals will be representative of their current patient payer populations and funding sources. AIH&S does not accept private insurance plans.
    c. To fulfill its Mission and its Federally Qualified Health Center requirements, AIH&S must give first priority to its existing patients. However, AIH&S will work closely with CHD referral coordinators and CHD patients to provide access to dental care in a reasonable amount of time and will provide a higher priority to those patients in need of immediate care. For non-critical care, patients are to receive a scheduled office visit within 60 days or at the earliest possible time based on AIH&S's availability.
4. Process

    General
    a. CHD clinical support staff, including medical assistants and nurses, must complete the AIH&S Referral Form for all referrals to AIH&S.
    b. Referral will be faxed to appropriate AIH&S service site based on proximity to client's place of residence
    c. Referral will be faxed by clinical support staff to the identified contact person at AIH&S site (See Exhibit A)
    d. Additional questions or requests for information will be addressed by contacting identified CHD PCP by phone, **protected** fax, or **encrypted** email. If additional discussion on a referral is required, a physician-to-physician phone conference will be arranged by the referring and accepting staff.

5. Communications/Forms
    a. CHD must ensure accurate information on current patient financial class and instruct patient to provide all appropriate third-party payer verification (cards) at time of intake for appointment at AIH&S.
    b. Follow-up treatment reporting will occur as specified in Objectives above.
6. Reimbursement for Services
    a. AIH&S will directly bill any eligible third-party payers, including the programs administered by CHD such as the Ryan White Program and the Health Care for the Homeless Program, for reimbursement of eligible services. Patients will be eligible for the Health Resources Services Administration (HRSA) Sliding Fee Scale in compliance with the current version of the HRSA Health Center Program Compliance Manual;
    b. Individuals and families with incomes above 100% of the current FPG and at or below 200% of the FPG receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and
    c. Individuals and families at or below 100% of the FPG receive a full discount or a nominal charge for these services.

7. UDS Performance Reporting
    a. Access to high quality oral health care is a HRSA priority. Dental sealants are an evidence-based intervention to help prevent dental decay. As such HRSA has implemented an oral health measure for the 2015 UDS reporting period.
    b. UDS data for CHD patients who meet the measure criteria referred to AIH&S will be provided to the CHD twice annually. The first 6-month report will cover services from January 1– June 30 and the second annual report will cover services from January 1 through December 31. Each report shall be submitted to CHD no later than 30 days of covered date range.
    c. The Measure reads: Percentage of children, age 6 – 9 years, at moderate to high risk for caries who received a sealant on a first permanent molar during the reporting period.
        (i) Numerator: Subset of children in the denominator who received a sealant on a permanent first molar tooth in the measurement year.
        (ii) Denominator: Number of health center patients, age 6 – 9 years old, who had an oral assessment or comprehensive or periodic oral evaluation visit and are at moderate to high risk for caries in the measurement year.
        (iii) Exclusions: Children for whom all first permanent molars are non-sealable are excluded, i.e., all molars are either decayed, filled, currently sealed, or unerupted/missing.

C. Mutual Responsibilities

1. Problem resolution will be initially managed at the most appropriate level (e.g. among treating providers from CHD and AIH&S, among administrative staff managing the patient referral, etc.). If this informal problem resolution is unsuccessful, the issue will be addressed by the respective Health Care Center Administrators and/or Medical Directors as appropriate. Any issues associated with a medical malpractice claim for a shared patient will be reported to the MOU Contacts.
2. Administrative Meetings
3. CHD and AIH&S agree to meet on a monthly basis for a period of six months following the finalization and authorization of this MOU. After the initial 6-month period, the two parties will meet quarterly thereafter.
4. The purpose of these meetings is to review utilization, improve process efficiency and effectiveness, track objectives and goals and resolve any non-urgent conflicts.
5. Performance Review
6. If deemed necessary, the parties will meet at least annually to review the overall performance of the MOU, patient satisfaction and evaluation surveys, and to modify and renew as appropriate.
7. Upon request from either organization the Medical Directors and appropriate Quality Management staff may meet to discuss patient care issues and any mutual incidents or claims in order to protect patients and staff.

D. Credentialing and Privileging

1. Any provider accepting referrals must be credentialed and privileged and ensure that such providers are: Licensed, certified, or registered as verified through a credentialing process, in accordance with applicable federal, state, and local laws; and competent and fit to perform the contracted or referred services, as assessed through a privileging process. The providers must remain in good standing throughout the agreement period. Each party will review the other party's credentialing and privileging processes at least annually or more frequently, if necessary, to ensure compliance.

SECTION FOUR: COST OF SERVICES

A. Reimbursement for Services
   1. This MOU constitutes an in-kind exchange of administration services by each organization. Any patient billing or third-party billing is specified in the responsibilities of the respective organization.

SECTION FIVE: SPECIAL PROVISIONS

A. Privacy and Security
   1. As direct service providers of medical services, each party, as a covered entity, is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA)

regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. This MOU will be modified as necessary for full compliance with HIPAA.

2. Any transmission of Protected Health Information (PHI) via fax must be sent to fax machines located in secure areas protected from access by unauthorized staff members, patients, or visitors. Any email transmission using PHI must be sent as an encrypted email.

SECTION SIX: GENERAL PROVISIONS

A. The term of this agreement is July 1, 2026, through June 30, 2028. If both parties agree in writing, the Director of the County Health Department and the CEO of AIH&S may extend the term of this agreement for up to two additional years through June 30, 2030.

B. Amendments and Modification. In conjunction with the matters considered herein, this MOU contains the entire understanding and MOU of the parties and there have been no promises, representations, MOUs, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral MOUs, course of conduct, waiver or estoppel.

C. Termination. Either organization may cancel this MOU with ninety days (90) written notice.

D. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

E. Audits. The parties agree to keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of such profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. Each party shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. The parties agree to participate in any audits and reviews, whether by each other, the State, or Federal government at no charge to each other.

F. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. Compliance with Law. The parties shall, at their sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this MOU.

H. California Law and Jurisdiction. This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

I. Execution of Counterparts. This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

J. Authority. All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with.

K. Survival. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

L. Mutual Approval of Immaterial Changes. AIH&S and County agree that immaterial changes to this MOU that will not result in a change to the total amount, the term, or add

to the scope may be authorized by the County Health Director, or designee in writing, and will not constitute an amendment to the MOU.

[*This section intentionally left blank*]

IN WITNESS WHEREOF, the parties have executed Memorandum of Understanding to be effective on July 1, 2026.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Signed by: Sheila de la Guerra 0B03F3DDF9EE4AA...

Deputy Clerk

Date: 6/29/2026 | 10:48 AM PDT

COUNTY OF SANTA BARBARA:

Bob Nelson

By: Signed by: Bob Nelson 9DD6B7A21FC646A...

Chair, Board of Supervisors

Date: 6/29/2026 | 10:37 AM PDT

RECOMMENDED FOR APPROVAL:
Mouhanad Hammami, Director
County Health Department

By: Signed by: Mouhanad Hammami CD0E0074C092245C...
Department Head

Date: 6/11/2026

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Signed by: Lindy Giacopuzzi Roth B881EBAD8CD446F...
Deputy County Counsel

Date: 6/10/2026

APPROVED AS TO FORM:

Marisa Kahn,
Risk Manager

By: Signed by: Marisa Kahn DF54F5C66F0C41A...
Risk Management

Date: 6/10/2026

IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding to be effective on July 1, 2026.

American Indian Health & Services

By: DocuSigned by: Scott Black AFE2CB7F1611475...

Authorized Representative

Name: Scott Black, Executive Director

Date: 6/10/2026

Exhibit A
Service Coordinators

Note: The information contained in this Exhibit may be updated from time to time with mutual consent by each party.

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