REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION

December 19, 2023

FROM
GEORGINA YOSHIOKA, Director, Department of Behavioral Health

SUBJECT
Memoranda of Understanding for Managed Care Plans with Inland Empire Health Plan and Molina Healthcare of California, Inc. for Medi-Cal Mental Health and Substance Use Disorder Services

RECOMMENDATION(S)
1. Approve Memorandum of Understanding **Contract No. 23-1362** with Inland Empire Health Plan for the Managed Care Plan, for the provision of coordination of benefits of Medi-Cal Mental Health and Substance Use Disorder services for Medi-Cal eligible individuals, for the period of January 1, 2024 through December 31, 2026.
2. Approve Memorandum of Understanding **Contract No. 23-1363** with Molina Healthcare of California, Inc. for the Managed Care Plan, for the provision of coordination of benefits of Medi-Cal Mental Health and Substance Use Disorder services for Medi-Cal eligible individuals and if applicable, for treatment services for individuals with eating disorders, in a total amount not to exceed $381,818, for the period of January 1, 2024 through December 31, 2026.
3. Authorize the Director of the Department of Behavioral Health to execute and submit any subsequent non-substantive amendments to the Memoranda of Understanding, on behalf of the County, subject to review by County Counsel.
4. Direct the Director of the Department of Behavioral Health to transmit all amendments in relation to the Memoranda of Understanding to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Georgina Yoshioka, Director, 252-5142)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES
Operate in a Fiscally-Responsible and Business-Like Manner.
Provide for the Safety, Health and Social Service Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT
This item does not impact Discretionary General Funding (Net County Cost). The Memoranda of Understanding (MOUs) delineates responsibilities between the Department of Behavioral Health (DBH) and Inland Empire Health Plan (IEHP) and Molina Healthcare of California, Inc. (Molina) for eligible services provided to Medi-Cal beneficiaries. The cost for the provision of eating disorders will be funded by the Mental Health Services Act and 1991 Realignment Funds. Adequate appropriation and revenue are included in the 2023-24 budget and will be included in future DBH recommended budgets.

BACKGROUND INFORMATION

DBH, as San Bernardino County's (County) Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery System (DMC-ODS), is required by regulation (Title 9 of the California Code of Regulations Section 1810.370) and its Specialty Mental Health Services (SMHS) contract with the Department of Health Care Services (DHCS) to enter into MOUs with any Medi-Cal Managed Care Plan (MCP) operating within its county that enrolls Medi-Cal clients.

Currently, DBH works with the two MCPs (IEHP and Molina) operating within the county. DBH has had an MOU with both MCPs for over 20 years, with the purpose of ensuring that physical, SMHS and DMC-ODS delivered to Medi-Cal clients are coordinated. Both the MHP and MCPs develop and sustain a collaborative partnership for the coordination of SMHS and DMC-ODS to MCPs' members who meet medical necessity with DBH. The MCPs provide non-specialty mental health services while DBH provides SMHS and Substance Use Disorder (SUD) services through its network of care, which includes County clinics, Community Based Organizations, and fee for service providers, as the only system of care providing SMHS and DMC-ODS within the county.

DBH currently serves an average of 13,969 IEHP members per month and serves an average of 1,594 Molina members per month.

The MOUs are intended to clarify roles and responsibilities between MHPs and MCPs, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination, and improve referral processes between the parties. The overall goal is to improve care coordination for enrolled Medi-Cal clients and protect and promote the behavioral health of the general population by providing and arranging appropriate services to MCP clients.

The MOU with Molina includes the provision for treatment and coordination for a small percentage of members/clients identified as having a severe eating disorder. DBH will collaborate with Molina to address the eating disorder needs of these clients as eating disorders overlap in treatment responsibility. Because a portion of the eating disorders are a covered diagnosis for treatment by DBH, and the clients need outpatient SMHS after the eating disorder services, DBH will work collaboratively with Molina to determine the appropriate level of care and reimburse Molina 50% of the costs for the eating disorder treatment services.

This is the first year the DHCS issued templates to the counties and managed care plans for use. Deviation of the template requires the review and approval by DHCS. The MOUs with IEHP and Molina omit certain County standard terms. The missing terms include the following:

1. The MOUs do not prohibit IEHP or Molina from assigning the MOUs without the County's prior approval.
    - The County standard contract requires that the County must approve any assignment of a contract.
    - Potential Impact: IEHP or Molina could assign the MOUs without the County's knowledge to a third party or business that the County is legally prohibited from doing business with due to issues of Federal debarment or suspension.

2. There is no stated venue in the MOUs.

- County Policy 11-05 requires the venue for disputes be in the Superior Court of California, County of San Bernardino, San Bernardino District.
- Potential Impact: IEHP is located in the county and therefore any legal dispute would generally be required to be filed in the county courts, but Molina is not located in the county and any legal dispute could be filed in a different county; in any event, the MOUs could also be assigned to a third party without the County's consent, which may result in any legal disputes with the new entity having venue in a different court resulting in additional expenses to the County.

3. The MOUs do not require IEHP or Molina to indemnify the County, as required by County Policies 11-05 and 11-07.
   - The County standard contract requires that the contractor agrees to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
   - Potential Impact: IEHP and Molina are not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from IEHP or Molina's negligent or intentional acts, which could lead to additional expenses for the County.

4. The MOUs do not require IEHP or Molina to meet the County's insurance standards (except for cyber liability insurance with Molina) as required pursuant to County Policies 11-05, 11-07 and 11-07SP.
   - County policy requires contracts to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and the County standard contract.
   - Potential Impact: The County has no assurance that IEHP or Molina will be financially responsible for claims that may arise under the MOUs, which could result in expenses to the County that exceed the total MOU amounts.

5. The MOUs do not contain a termination for convenience provision.
   - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
   - Potential Impact: The MOUs do not allow the County to terminate the MOUs for any reason and therefore the County may be limited to terminating the MOUs for a material breach of the agreement by either IEHP or Molina.

Approval of Recommendations No. 2 and No. 3 allows for the delegation of authority to the Director of DBH to execute and submit any subsequent non-substantive amendments to the MOUs, on behalf of the County, subject to review by County Counsel. This action will allow DBH to expeditiously respond to changes in regulations/programs of Medi-Cal SMHS and SUD services in order to quickly meet the needs of mutual clients.

PROCUREMENT
Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Behavioral Health Contracts (Ellayna Hoatson, Contracts Supervisor, 388-0858) on November 29, 2023; County Counsel (Dawn Martin, Deputy County Counsel, 387-5455) on December 1, 2023; Risk Management (Victor Tordesillas, Director, 386-8623) on December 5, 2023; Finance (Christopher Lange, Administrative Analyst, 386-8393) on December 4, 2023; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on December 4, 2023.

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Col. Paul Cook (Ret.)
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY _____
DATED: December 19, 2023

cc: DBH - Yoshioka w/agrees
Contractor c/o DBH w/agree
File - w/agree

MA 01/3/2024

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 23-1363

SAP Number

Department of Behavioral Health

Department Contract Representative	Lisa Rivas-Ordaz
Telephone Number	(909) 386-8264
Contractor	Molina Healthcare of California, Inc.
Contractor Representative	Laurence Gonzaga, Program Manager
Telephone Number	(562) 549-4393
Contract Term	January 1, 2024 – December 31, 2026
Original Contract Amount	$381,818
Amendment Amount	N/A
Total Contract Amount	$381,818
Cost Center	

Briefly describe the general nature of the contract:

The Memorandum of Understanding (MOU) with Molina Healthcare of California, Inc. (Molina), a Managed Care Plan (MCP), is intended to clarify roles and responsibilities between the MCP and the Department of Behavioral Health (DBH) as San Bernardino County's Mental Health Plan (MHP), support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination, and improve referral processes between the parties, in the amount of $381,818 for the period of January 1, 2024 – December 31, 2026.

The MOU includes the provision for the treatment and coordination of members/clients identified as having a severe eating disorder. DBH will work collaboratively with the MCP to determine the appropriate level of care and reimburse Molina 50% of the costs for eating disorder treatment services.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
DocuSigned by: Dawn Martin 8ED744A7697047B...	DocuSigned by: Natalie Kessee 4AA4DEA666D0425...	DocuSigned by: Dr. Georgina Yoshioka, Director ...
Dawn Martin, Deputy County Counsel	Natalie Kessee, Contracts Manager	Georgina Yoshioka, Director
Date 12/11/2023	Date 12/8/2023	Date 12/8/2023

MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

Between

Molina Healthcare of California, Inc.

and

San Bernardino County Department of Behavioral Health

This Memorandum of Understanding ("MOU") is entered into by and between Molina Healthcare of California, Inc. ("MCP") and San Bernardino County Department of Behavioral Health ("MHP/DMC-ODS"), effective as of January 1, 2024 ("Effective Date"). MHP/DMC-ODS and MCP are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letters ("APL") 18-015, 22-005, 22-006, 22-028, 23-029 and any applicable subsequently issued superseding APLs, and MHP/DMC-ODS is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23- 056, and under the DMC-ODS Intergovernmental Agreement Exhibit A, Attachment I, BHIN 23-001, BHIN 23-057, and any subsequently issued superseding BHINs applicable to MHP/DMC-ODS, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") and/or substance use disorder ("SUD") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP/DMC-ODS;

WHEREAS, the Parties desire to ensure that Members receive MHP/DMC-ODS services in a coordinated manner and to provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's 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.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-MHP/DMC-ODS Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS as described in Section 4 of this MOU. The MCP-MHP/DMC-ODS Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MHP/DMC-ODS Responsible Person" means the persons designated by MHP and DMC-ODS to oversee coordination and communication with MCP and ensure MHP/DMC-

ODS's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP/DMC-ODS Liaison" means MHP and DMC/ODS's designated points of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS as described in Section 5 of this MOU. The MHP Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MHP/DMC-ODS Responsible Person and/or MHP/DMC-ODS compliance officer as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP/DMC-ODS, has the same meaning ascribed by the MHP Contract or DMC-ODS Intergovernmental Agreement with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP/DMC-ODS, has the same meaning ascribed by the MHP Contract or the DMC-ODS Intergovernmental Agreement with the DHCS.

g. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP/DMC-ODS, means a subcontractor of a MHP/DMC-ODS Subcontractor.

h. "DMHC-ODS" shall mean the referenced participating county agency in the Drug Medi-Cal Organized Delivery System, which is Medi-Cal's effort to expand, improve, and reorganize its system for treating people with substance use disorder.

i. "MCP" shall mean the referenced Medi-Cal Managed Care Plan in this MOU.

j. "MHP" shall mean the referenced Medi-Cal Mental Health Plan in this MOU.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three (3) years with option to extend for two (2) years, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between MCP and MHP/DMC-ODS for Non-specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP/DMC-ODS and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU. This MOU also governs the coordination between the DMC-ODS and MCP for SUD services as described in APL 22-06 and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC-ODS Intergovernmental Agreement as revised or superseded from time to time.

4. MCP Obligations.

a. Provision of Covered Services. MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP's Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

b. Oversight Responsibility. The MHI-AVP Compliance is the designated MCP Responsible Person listed in Exhibit A of this MOU, and is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person or designee must:

i. meet at least quarterly with MHP/DMC-ODS, as required by Section 9 of this MOU;

ii. report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. ensure there is a sufficient staff at MCP who support compliance with and management of this MOU;

iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP/DMC-ODS are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually for MCP's 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 MCP to serve, as the MCP-MHP/DMC-ODS Liaison, the point of contact and liaison with MHP/DMC-ODS. The MCP-MHP/DMC-ODS Liaison is listed in Exhibit A of this MOU. MCP must notify MHP/DMC-ODS of any changes to the MCP-MHP/DMC-ODS Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.

b. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. MHP/DMC-ODS Obligations.

a. **Provision of Specialty Mental Health Services.** MHP/DMC-ODS is responsible for providing or arranging for the provision of SMHS or covered SUD.

b. **Oversight Responsibility.** The Chief Compliance Officer/Privacy Officer and designee the designated MHP/DMC-ODS Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP/DMC-ODSs compliance with this MOU. The MHP/DMC-ODS Program Manager II Responsible Person serves, or may designate a person to serve, as the designated MHP/DMC-ODS Liaison, the point of contact and liaison with MCP. The MHP/DMC-ODS Liaison is listed on Exhibit B of this MOU. The MHP/DMC-ODS Liaison may be the same person as the MHP/DMC-ODS Responsible Person. MHP/DMC-ODS must notify MCP of changes to the MHP/DMC-ODS Liaison as soon as reasonably practical but no later than the date of change. The MHP/DMC-ODS Responsible Person must:

i. meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. report on MHP's compliance with the MOU to MHP/DMC-ODS's compliance officer no less frequently than quarterly. MHP/DMC-ODS compliance officer is responsible for MOU compliance oversight and reports as part of MHP/DMC-ODS compliance program and must address any compliance deficiencies in accordance with MHP/DMC-ODS compliance program policies;

iii. ensure there is sufficient staff at MHP/DMC-ODS to support compliance with and management of this MOU;

iv. ensure the appropriate levels of MHP/DMC-ODS 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 MCP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually to MHP/DMC-ODS employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and

vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP/DMC-ODS, and reporting to the MHP/DMCODS Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP/DMC-ODS must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

The Parties mutually agree to the following:

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP/DMC-ODS services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP/DMC-ODS.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP/DMC-ODS services may be accessed, including during nonbusiness hours.

d. The Parties must together develop training and education resources covering the

services provided or arranged by the Parties, and each Party must share their training and educational materials with the other Party to ensure the information included in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and MHP/DMC-ODS policies and procedures, and with clinical practice standards.

e. The Parties must develop and share outreach communication materials and initiatives to share resources about MCP and MHP/DMC-ODS with individuals who may be eligible for MCP's Covered Services and/or MHP/DMC-ODS services.

7. Screening, Assessment, and Referrals

a1. **Screening and Assessment (MCP and MHP Only).** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

a2. **Screening and Assessment (MCP and DMC-ODS Only).**

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC-ODS services.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine Level 0.5 SABIRT guidelines;

2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings;

b1. **Referrals (MCP and MHP Only).** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services.

i. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011. **The Parties** must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22- 065, including:

1. The process by which MHP and MCP transition Members to the other delivery system.

2. The process by which Members who decline screening are assessed.

3. The process by which MCP:

a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.

c. Provides a referral to an MHP Network Provider (if processes agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by the MHP.

4. The process by which MHP:

a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and provided a timely assessment by MCP.

c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and timely assessed the Member.

d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician ("PCP") visit.

5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.

6. The process by which MCP (and/or its Network Providers):

a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member

has been connected with a provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.

7. The process by which MHP (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MCP Network Provider, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

b2. **Referral Process – MCP and DMC-ODS Only.** The Parties must work collaboratively to develop policies and procedures that ensure that Members are referred to the appropriate DMC-ODS services.

ii. The Parties must facilitate referrals to DMC-ODS for Members who meet the criteria of the SUD services and ensure DMC-ODS has procedures for accepting referrals from MCP or responding to referrals where they cannot accept additional Members.

iii. MCP must refer Members using a patient-centered, shared decision-making process.

iv. MCP must develop and implement an organizational approach to the delivery of services and referral pathways to DMC-ODS Covered Services.

v. DMC-ODS should refer Members to the MCP for Covered Services, as well as any Community Supports services or care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). If DMC-ODS is an ECM Provider, DMC-ODS provides ECM services pursuant to that separate agreement between MCP and DMC-ODS for ECM services; this MOU does not govern DMC-ODS' provision of ECM.

vi. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on pursuant to BHIN 22-011, including ensuring Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.

vii. MCP must have a process by which MCP accepts referrals from DMC-ODS staff, providers, or a self-referred Member for assessment, making a determination of medical necessity for the Member to receive DMC-ODS Covered Services, and providing referrals within the DMC-ODS provider network; and

viii. DMC-ODS must have a process by which DMC-ODS accepts referrals from MCP staff, providers, or a self-referred Member for assessment, and the mechanism for communicating such acceptance to MCP, the provider, or the self-referred Member, respectively.

Closed Loop Referrals. By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,[1] APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through APL, or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and MHP/DMC-ODS comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.*]*

8. Care Coordination and Collaboration.

a. Care Coordination.

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU and for MHP's to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. The Parties must establish policies and procedures to maintain collaboration with MHP/DMC-ODS each other and to identify strategies to monitor and assess the effectiveness of this MOU. The MHP policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

1. The requirement for DMC-ODS to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;

2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU.

3. A process for coordinating care for MHP individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with

the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships; Also, a process for how MCP and DMC-ODS will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

4. A process for coordinating the delivery of medically necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible members.

5. For MHP only, permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

6. For DMC-ODS only, a process for how MCP AND DMC-ODS will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of a Member's care;-

7. MHP only, a process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

8. For DMC-ODS only, a process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and

9. For DMC-ODS only, processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP/DMC-ODS will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings;[1] for DMC-ODS, level of care transitions that occur within the facility; or transitions from outpatient therapy to intensive outpatient therapy and vice versa.

2. For MHP Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, or DMC-ODS Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP/DMC-ODS is the primary payer, MHP/DMC-ODS are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP/DMC-ODS, MCP is responsible for

[1] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf

ensuring transitional care coordination as required by Population Health Management,[2] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP/DMC-ODS (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11(a)(iii) of this MOU;

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP/DMC-ODS services.

4. For inpatient mental health treatment provided by MHP or for inpatient residential SUD treatment provided by DMC-ODS or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

5. For MHP only, the Parties must have policies and procedures for addressing changes in a member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. **Clinical Consultation**

1. For the MHP only.

a. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

b. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

2. For the DMC-ODS only.

---

[2] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf; *see also* PHM Roadmap and Strategy: https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health- Management-Strategy-and-Roadmap.pdf

a. The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

vii. **Enhanced Care Management.**

2. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;

b. That the Parties implement a process for SMHS/DMC-ODS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and

c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS care coordination, SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

d. MCP must have written processes for ensuring the non-duplication of services for MCP Members receiving ECM and DMC-ODS Care Coordination.

Community Supports.

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

a. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP/DMC-ODS protocols;

b. Identification of the Community Supports covered by MCP; and

c. A process specifying how MHP/DMC-ODS will make referrals for Members eligible for or receiving Community Supports.

ix. Eating Disorder Services (MCP and MHP Only Addendum I).

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:

a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.

2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.

a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

x. **Prescription Drugs.**

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures, including developing a process for coordination between MCP and DMC-ODS and a process for referring eligible Members for SUD services to a Drug Medi-Cal-certified program or a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract. The joint policies and procedures must include:

a. MHP is obligated to provide the names and qualification of prescribing physicians to the MCP.

b. MCP is obligated to provide the MCP's procedures for obtaining authorization of prescribed drugs and laboratory services, including a list of available pharmacies and laboratories.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP Contract or the DMC-ODS Intergovernmental Agreement, and this MOU.

c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP/DMC-ODS, such as local county meetings, local community forums, and MHP/DMC-ODS engagements, to collaborate with MHP/DMC-ODS in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable

performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[3]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP/DMC-ODS must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update this MOU to facilitate sharing of information and data. MHP/DMC-ODS and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health or DMC-ODS provider is serving as an ECM provider;

ii. A process for MHP/DMC-ODS to send regular, frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for MHP/DMC-ODS to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP/DMC-ODS (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities, residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of

---

[3] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2- Draft-Public-Comment.pdf.

behavioral health crises (e.g., MHP/DMC-ODS alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and

v. A process for MCP to send admission, discharge, and transfer data to MHP/DMC-ODS when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP/DMC-ODS to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

The Parties mutually agree to ensure the safe sharing of Protected Health Information (PHI) in a timely manner, in accordance with appropriate data sharing, confidentiality and data exchange methods as well as the applicable privacy law(s). If/when Member signed authorized is required to disclose PHI under 42 C.F.R. Part, HIPAA or WIC 5328, MCP and MHP/DMC-ODS mutually agree to utilize the MHP/DMC-ODS Authorization to Release PHI Form: COM001_E (English); COM001_S (Spanish); COM001_V (Vietnamese) that can be found on the MHP/DMC-ODS website.

b. **Behavioral Health Quality Improvement Program**. If MHP/DMC-ODS is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP/DMC-ODS are encouraged to execute a DSA. If MHP/DMC-ODS and MCP have not executed a DSA, MHP/DMC-ODS must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP and MHP/DMC-ODS must make available to Members their electronic health information held by the Parties and make available an application programming interface ("API") that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Section 438.10. The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN22-068, or any subsequent version of the APL and BHIN, as applicable.

12. Dispute Resolution

MCP and MHP Only.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either

MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. If decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.

j. Nothing in this MOU or provision constitutes a waiver of any of the

government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

MCP and DMC-ODS Only

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and DMC-ODS must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS. Unless otherwise determined by the Parties, the DMC-ODS Liaison must be the designated responsible individual to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

b. MCP must monitor and track the number of disputes with DMC-ODS where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

c. Until the dispute is resolved, the following must apply:

i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that DMC-ODS is required to deliver SUD services to a member and DMC-ODS has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS, MCP must manage the care of the Member under the terms of its contract with the state until the dispute is resolved.

iii. When the dispute concerns DMC-ODS' contention that MCP is required to deliver physical health care-based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC-ODS must be responsible for providing or arranging and paying for those services until the dispute resolved.

d. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP/DMC-ODS who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP/DMC-ODS cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP/DMC-ODS.

14. General.

a. **MOU Posting.** MCP and MHP/DMC-ODS must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP/DMC-ODS must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP/DMC-ODS Contract. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP and MHP/DMC-ODS may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP/DMC-ODS must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP/DMC-ODS must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, the MHP Contract, DMC-ODS Intergovernmental Agreement, any subsequently issued superseding APLs, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between MHP/DMC-ODS and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither MHP/DMC-ODS nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically, and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties

pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

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

MOLINA HEALTHCARE OF CALIFORNIA, INC.

Signature: Abbie Ann Totten
Name: Abbie Totten
Title: Plan President

Notice Address:
200 Ocean Gate, Suite 100
Long Beach, CA 90802

SAN BERNARDINO COUNTY MHP/DMC-ODS

Dawn Rowe

Signature:
Dawn Rowe
Chair, Board of Supervisors

DEC 19 2023

Notice Address:
Department of Behavioral Health
Georgina Yoshioka, Director
303 E. Vanderbilt Way, 4th Floor
San Bernardino, CA 92404

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____
Deputy

SAN BERNARDINO COUNTY, CA

Exhibits A & B

Molina Healthcare of California, Inc. Exhibit A

MCP Obligations.

Compliance and Oversight Responsibilities

MCP-Molina	Title	Email	Address	Telephone
Compliance Officer Yamashita, Jordan	MHI - AVP, Compliance	Jordan.Yamashita@molinahealthcare.com	200 Ocean Gate, Suite 100 Long Beach, CA 90802	1-562-549-4161

MCP-Molina	Title	Email	Address	Telephone
Director, Behavioral Health or their BH designee Nater, Randy	MCA - Dir, Behavioral Health	randy.nater@molinahealthcare.com	200 Ocean Gate, Suite 100, Long Beach CA 90802	909-890-2000

San Bernardino County Department of Behavioral Health Exhibit B

Compliance and Oversight Responsibilities

MHP-DBH	Title	Email	Address	Telephone
Compliance Officer	Chief Compliance Officer/Privacy Officer and designee	Compliance_Questions@dbh.sbcounty.gov	303 E. Vanderbilt Way, San Bernardino	909-388-0882

MHP-DBH	Title	Email	Address	Telephone
Liaison	QM PMII Quality Management Program Manager II	DBH-QualityManagementDivision@dbh.sbcounty.gov	303 E. Vanderbilt Way, San Bernardino	909-386-8227

EATING DISORDERS

WHEREAS, the Parties have a mutual desire to provide medically and clinically appropriate health services to MCP members and MHP clients, identified as having a severe eating disorder;

WHEREAS, the Parties desire to add this Addendum (ADDENDUM) to the Memorandum of Understanding;

WHEREAS, this ADDENDUM delineates the areas of understanding and agreement between MCP and MHP;

NOW, THEREFORE, the Parties agree to incorporate this ADDENDUM as follows:

EATING DISORDERS

I. INTRODUCTION

For the purpose of this ADDENDUM, a severe eating disorder is one that requires consideration of a higher level of care to manage the eating disorder then either MHP or MCP can reasonably provide treatment via their respective outpatient provider networks. MCP is responsible for primary health services to Medi-Cal recipients who have selected MCP as their managed care plan, while MHP is responsible for providing Specialty Mental Health Services to eligible Medi-Cal beneficiaries.

MCP and MHP mutually agree to put forth their best efforts and reasonable diligence in determination and treatment of members/clients identified as having a severe eating disorder. MCP and MHP mutually agree to establish satisfactory methods for problem resolution in the quickest possible manner, which is also in the best interest of the mutual member/client. MCP and MHP agree to resolve issues at the lowest possible level, before implementing the problem resolution clause indicated in this ADDENDUM.

MCP and MHP agree that the following treatment services for eating disorders are not generally covered by Medi-Cal:

- specialized inpatient eating disorders units,
- residential treatment centers,
- partial hospitalization programs, and/or
- intensive outpatient programs.

II. DEFINITIONS

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

B. MEMBER – shall mean each Individual who is a MCP Medi-Cal beneficiary and eligible to receive services from MHP.

C. PERSONALLY IDENTIFIABLE INFORMATION (PII) – PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, County's billing and transactional database system number /medical record number, etc.).

D. PROTECTED HEALTH INFORMATION (PHI) – PHI is individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.

E. SEVERE EATING DISORDER - a severe eating disorder is one that is listed in the relevant section of DSM-5-TR (and any subsequent updates/revisions), is diagnosed by a licensed health care professional, and requires consideration of a higher level of care to manage the eating disorder then either MHP or MCP can reasonably provide treatment via their respective outpatient provider networks

III. MHP SPECIFIC RESPONSIBILITIES

A. MHP shall notify MCP of any MCP Medi-Cal members identified as having a severe eating disorder, so both parties can engage in payment discussions for specialized eating disorders treatment services not covered by Medi-Cal. Both parties will engage in the decision-making process within State mandated timeframes, which excludes weekends or holidays. The decision will be made before providing payment approval for specialized eating disorders treatment services. MHP and MCP will utilize a mutually agreed upon process to notify each other.

1. MHP shall provide MCP with written notification via the Eating Disorder Collaborative Complex Care Authorization Request form (Attachment B) to indicate agreement and/or disagreement with the request. If MHP disagrees with the requested level of treatment, notification to MCP will be provided within two (2) business days of MHP receiving the

request/referral. If MHP and MCP disagree on whether to approve or deny a request, they will work in good faith to confer in a timely manner, to try and reach a resolution. If resolution cannot be achieved, and MCP authorizes treatment when MHP disagrees with authorization, MHP will be exempt from reimbursing MCP 50% of the accrued facility and professional fees.

2. MHP agrees to consider retroactive payment approval after a client's admission to specialized eating disorders programs, if MCP provides a payment approval without MHP's prior approval, only in exceptional circumstances, such as when a client's condition as a result of their severe eating disorder requires imminent admission to a higher level of care to prevent serious risk of harm or death to the HEALTH PLAN member.

3. Should MCP fail to notify MHP AND fail to obtain MHP's approval for the proposed level of treatment within five (5) business days from MCP's receipt of notification, MHP will be exempt from reimbursing MCP 50% of the accrued facility and professional fees.

4. MHP and MCP agree to utilize mutually agreed upon methods to transmit the eating disorder requests that ensure compliance with the timely notification and response within the required five (5) business day timeframe.

B. MHP shall offer an assessment to every member approved for specialized eating disorder treatment services, enroll members in appropriate MHP specialty mental health services/programs (if not already enrolled), and maintain contact with the member and specialized eating disorders treatment providers to ensure case management and outpatient care coordination services.

1. Should a severe eating disorder treatment provider/agency prohibit or obstruct MHP from engaging with a client while the client is receiving services where MHP has approved for services to be provided, MCP will act as a liaison between provider and MHP to ensure proper information is being communicated.

C. MHP may raise quality of care issues to MCP related to assessment, care, and/or aftercare planning provided by any specialized eating disorder treatment service program which provides services to MCP Medi-Cal beneficiaries and where MHP has previously provided approval or is being asked to provide a new approval. Examples of quality of care issues include, but are not limited to, the following: inadequate medical monitoring of client's condition, failure to collaborate with MCP on care coordination needs, and failure to provide MCP and MHP clinical documentation needed for payment authorization review in a timely fashion. In such situations, MHP may refuse to approve complex eating disorder treatment

services at these programs until these quality of care concerns are resolved in a manner mutually agreeable to MHP and MCP.

D. MHP shall be responsible to reimburse MCP for 50% of the specialized eating disorders treatment facility and professional services fees not covered by Medi-Cal, for MCP Medi-Cal members where MHP has provided prior approval to MCP for these services.

E. MHP will review MCP's monthly claim package (monthly report, summary page and UB04 Claim Forms) and shall remit payment within 60 business days from the receipt of claims package.

IV. MCP SPECIFIC RESPONSIBILITIES

A. MCP shall notify MHP of any MCP Medi-Cal members identified as having a severe eating disorder, so both parties can engage in service coordination and payment discussions for specialized eating disorders treatment services not covered by Medi-Cal. MCP shall include MHP in the decision-making process within two (2) business days of MCP receiving the request for services regarding the proposed treatment services and obtain the approval of MHP BEFORE providing payment approval for specialized eating disorders treatment services. MCP will utilize the national care guidelines criteria to assist in authorization determination. MCP will utilize the Eating Disorder Collaborative Complex Care Authorization Request form to notify MHP as the method of informing SBMHP and requesting agreement to partially fund treatment services.

B. MCP agrees and shall work with its specialized eating disorder treatment providers to facilitate a MHP assessment of every member approved for specialized eating disorders treatment services with the goal of enrolling members in appropriate MHP specialty mental health services/programs. MCP shall maintain contact with the member and specialized eating disorders treatment providers, to ensure ongoing case management and outpatient care coordination services. MHP engagement may begin as soon as practicable after a member's admission to specialized eating disorders treatment services.

1. If MHP notifies MCP of disagreement with the MHP's authorization decision, MCP shall provide information regarding the logic and/or variable which support the request and make itself available so the agencies can problem solve. MCP shall provide this information to the extent that is feasible given the limitations imposed by the proprietary nature of utilized systems. This shall be done as soon as possible, but no later than five (5) business days after MHP notifies MCP of disagreement with the MHP's decision.

2. Should MCP have a severe eating disorder treatment provider/agency that prohibits or obstructs MHP from engaging with a member, MCP will act as

a liaison between provider and MHP to ensure proper information is being communicated.

3. MCP and MHP agree to utilize mutually agreed upon methods to transmit the eating disorder requests that ensure compliance with the timely notification and response within the required five (5) business day timeframe.

C. MCP will adjudicate facility and professional claims against pre-authorizations for specialized eating disorders treatment facility and professional service fees not covered by Medi-Cal. MCP shall reimburse the eating disorder treatment providers/agency (referred to as claimants) at 100% of the allowable amount.

D. MCP shall send claims packets to MHP. MCP shall send claims packets to MHP by the 15th of the month following payment of the invoice to the specialized eating disorders treatment facility. The invoice shall include a cover letter, a summary report, and copies of claims images to MHP Fiscal contact requesting reimbursement at 50% of facility and professional fees as indicated in the claims images and summary report. If the MHP is unable to locate the Eating Disorder Collaborative Complex Care Authorization Request form a copy will be expected from the MCP to process the invoice.

V. MCP GENERAL RESPONSIBILITIES

A. Prohibited Affiliations

1. MCP shall not knowingly have any prohibited type of relationship with the following providing eating disorder services:

   a. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].

   b. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].

2. MCP shall not have a prohibited type of relationship by contracting with eating disorder providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].

3. MCP shall not have any contracted relationships related to eating disorders prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

   a. A director, officer, agent, managing employee, or partner of MCP [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].

   b. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].

   c. A person with beneficial ownership of five percent (5%) or more of the MCP's equity [(42 C.F.R. § 438.610(c)(3)].

   d. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].

   e. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].

   f. MCP shall not contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

B. Ineligible/Excluded Persons

MCP shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.

1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:

   a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or

   b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. MCP shall comply with the United States General Services Administration's System for Award Management (SAM) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. MCP shall also comply with the OIG's List of Excluded Individuals/Entities (LEIE) and ensure that Ineligible Persons are not employed or retained to

provide services related to this agreement. MCP shall conduct these reviews before hire or agreement start date and then no less than once a month thereafter.

a. SAM can be accessed at http://www.sam.gov/portal/public/SAM.

b. LEIE can be accessed at http://oig.hhs.gov/exclusions/index.asp.

3. MCP shall review its eating disorder contractors, agents and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider (S&I) List to ensure that Ineligible Persons are not employed or retained to provide services related to this ADDENDUM. MCP shall conduct this review before hire or contract start date and then no less than once a month thereafter.

a. S&I List can be accessed at: http://medi-cal.ca.gov/default.asp.

4. MCP shall certify that no eating disorder contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (Attachment A) at time of the initial contract execution and annually thereafter. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

5. MCP acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services by contract with County.

6. If MCP subcontracts an excluded party, MHP has the right to withhold payments, disallow costs, or issue a corrective action plan, as appropriate pursuant to HSC Code 11817.8(h).

C. MCP shall not engage in any unlawful discriminatory practices on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, or disability. MCP agree to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements.

D. Privacy and Security

1. MCP shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996

(HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and Code of Federal Regulations, Title 42, Part 2, as applicable. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).

2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires MCP to adhere to the protection of personally identifiable information (PII) and Medi-Cal PII, and in accordance to 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and HIPAA Privacy and Security rules. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.

3. Reporting of Improper Access, Use or Disclosure or Breach

   MCP shall report to MHP Office of Compliance and MHP shall report to MCP any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the MCP and MHP shall complete the following actions:

   a. Provide the other party with the following information to include but not limited to:

      i. Date the potential breach occurred;
      ii. Date the potential breach was discovered;
      iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
      iv. Number of potentially affected patients/clients; and
      v. Description of how the potential breach allegedly occurred.

   b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.

   c. Provide completed risk assessment and investigation documentation to the other party within ten (10) calendar days of

discovery of the potential breach with decision whether a breach has occurred, including the following information:

i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
ii. The unauthorized person who used PHI or to whom it was made;
iii. Whether the PHI was actually acquired or viewed; and
iv. The extent to which the risk to PHI has been mitigated.

d. Parties are responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Parties must provide the client notification letter to each other for review and approval prior to sending to the affected client(s).

e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

VI. MUTUAL RESPONSIBILITIES

A. Both Parties agree to comply with all relevant Federal and State laws and regulations.

B. Both Parties agree to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.

VII. INDEMNIFICATION AND INSURANCE

MCP shall, at its own expense, secure and maintain for the term of this Agreement, Cyber Liability Insurance with limits of not less than $1,000,000 for each occurrence or event with an annual aggregate of $5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as any regulatory fines and penalties.

VIII. COMPENSATION PROVISIONS

A. The ADDENDUM shall be effective January 1, 2024 through December 31, 2026.

B. Payment to MCP will be made pursuant to the compensation schedule below:

FY 2023-2024	January 1, 2024 - June 30, 2024	$ 63,636
FY 2024-2025	July 1, 2024 - June 30, 2025	$ 127, 273
FY 2025-2026	July 1, 2025 - June 30, 2026	$ 127,273
FY 2026-2027	July 1, 2026 – December 31, 2026	$ 63,636
Total		$ 381,818

C. Should the above annual amounts be insufficient to reimburse the MCP for agreed upon costs of services, the MHP shall seek approval from the Board of Supervisors to increase the annual amount to cover agreed upon costs.

IX. RIGHT TO MONITOR AND AUDIT

A. MCP and MHP staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of each other in the delivery of services provided under this ADDENDUM. Full cooperation shall be given to each other in any auditing or monitoring conducted.

B. MCP and MHP shall cooperate with each other in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements as established by this MOU.

C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by MCP staff, MHP staff, Federal and State representatives for a period of ten (10) years after final payment under the MOU or until all pending County, State, and Federal audits are completed, whichever is later. Records which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon reasonable advance written notice or turned over to MCP or MHP.

D. Parties shall provide all reasonable facilities and assistance for the safety and convenience of MCP and MHP's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of MCP or MHP.

ATTESTATION REGARDING INELIGIBLE / EXCLUDED PERSONS

MCP shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. MCP certifies to the following:
   a. it is not presently excluded from participation in Federal and State funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
   c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of MCP, the signatory certifies the following:
   a. all of its eating disorder contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of MCP are not presently excluded from participation in any Federal or State funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
   c. its contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.
3. MCP certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of MCP are not presently excluded from participation in any Federal or State funded health care programs:
   a. OIG's List of Excluded Individuals/Entities (LEIE).
   b. United States General Services Administration's System for Award Management (SAM).
   c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. MCP certifies that it shall notify MHP immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
   a. Any event, including an investigation, that would require MCP or any of its contractors exclusion or suspension under Federal or State funded health care programs, or
   b. Any suspension or exclusionary action taken by an agency of the Federal or State government against MCP, or one (1) or more of its contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded healthcare program payment may be made.

Eating Disorder Collaborative COMPLEX CARE AUTHORIZATION REQUEST

(Referral to be made when complex care coordination beyond DBH outpatient services/program is needed thereby requesting a complex/specialty authorization)
Submission Instructions: IEHP to submit to the assigned FTP site. Molina to submit using the DBH EDC email DBH EatingDisorders@dbh.sbcounty.gov

☐ Residential Treatment Center (RTC) ☐ Partial Hospitalization (PHP) ☐ Intensive Outpatient Program (IOP)

Action Requested by ◯ **IEHP** ◯ **Molina** ◯ **SBDBH:** ☐ **Expediated Processing Needed**

☐ Intake/Admission Request ☐ Concurrent/Extension Review Request

Number of Authorized Days Requested:

Supporting Clinicals Attached: (including any relevant labs that support this request)

◯ YES ◯ PENDING ◯ NO Reason for 'NO' or 'PENDING' Clinicals:

Managed Care Plan: <Enter> **MCP Care Coordinator:**

CLIENT INFORMATION

CLIENT NAME:	CLIENT DOB:	GENDER: <ENTER>
Preferred Language:	City of Residence:	Phone:
Parent/Guardian/Conservator/Other (if applicable):		
Primary Care Provider:	Date of Last Visit:	Phone:
Dietician/ Nutritionist Authorization: ☐ YES ☐ NO	Provider:	Phone #:
Current DBH Services:	CCICMS Referral Submitted: ☐ YES ☐ NO	Agency: / Referral Submitted On:
Current Weight:	Height: / BMI:	Referral Source:
Wgt. Change last 30 days: ☐ Gain ☐ Loss	Weight Change: / Pulse:	Blood Pressure

Support System Type: ☐ Family ☐ Caregiver ☐ Friend ☐ Program ☐ Other

Support System Strength: ☐ Strong ☐ Moderate ☐ Poor ☐ None

Reason for Request: (Please include the current specific complex mental health/physical health/medical diagnoses and/or complications)

CURRENT DIAGNOSIS

NOTE: Beneficiary is being referred for Eating Disorder Higher Level of Care Authorization

ICD-10 Code	DSM 5 Code	DSM 5 Name

Print Name of Person Submitting Referral:

Title: **Phone Number:**

For Approval/Denial Use:

Approval Signature: **Date:**

☐ Clinical Supervisor ☐ Attending Psychiatrist ☐ Designee ☐ MCP Care Coordinator

Assigned Client MRN# (DBH Use):

Authorization Effective Date: Date Authorization Communicated:

Dates Approved From: To: # of Days Approved: # of Days Partially Approved:

Denial Signature **Date:**

Authorization Denied Reason: Date Denial Communicated:

Version 2.0

Clear Form

Save As