

**MEMORANDUM OF UNDERSTANDING
DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM**

COUNTY OF EL DORADO AND KP CAL, LLC

This Memorandum of Understanding ("MOU") is entered into by and between KP Cal, LLC, ("KAISER"), and the County of El Dorado ("County") in order to implement certain provisions of CCR, Title 9, Section 1810.370, Welfare and Institutions Code 14715, and other applicable law. The term of this MOU shall not exceed three (3) years. This MOU may be terminated by either party by giving at least ten (10) days written notice to the other party.

The purpose of this MOU is to establish an MOU between KP and COUNTY for a Drug Medi-Cal Organized Delivery System (DMC-ODS). This MOU describes the specific roles and responsibilities by KP and County for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. It is the intention of the parties to coordinate care between providers of physical, mental health care and substance use treatment services. All references in the MOU to "Members" are limited to KP Members.

There will be no exchange of funds between KP and the COUNTY. If necessary, KP and COUNTY shall establish a separate agreement to address services required for reimbursement.

RECITALS

- A. WHEREAS**, on November 2, 2010, the Centers for Medicare and Medicaid Services (CMS), part of the United States Department of Health and Human Services (DHHS), approved the California Health and Human Services Agency's request for approval regarding the California's five-year section 1115 Medicaid Demonstration, titled "California's Bridge to Reform" (Waiver 11-W-00193/9) under the authority of Section 1115(a) of the Social Security Act. DHHS approved Waiver 11-W-00193/9 on December 30, 2015, and approved amended Waiver 11-W-00193/9 on April 5, 2018. Amended Waiver 11-W-00193/9 authorizes California to implement a new paradigm for Medicaid eligible individuals with substance use disorder (SUD) called the Drug Medi-Cal Organized Delivery System (DMC-ODS);
- B. WHEREAS**, KP has contracted with the California Department of Health Care Services ("DHCS"), pursuant to its Geographic Managed Care ("GMC") Medi-Cal contract that includes the County of El Dorado, to arrange and coordinate the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with KP in the Service Area;
- C. WHEREAS**, this MOU describes the specific roles and responsibilities of County and KP for screening, referral, coordination, and delivery of alcohol and other drug services for Medi-Cal beneficiaries of KP who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Mental Health & Substance Use Disorder Services (MHSUDS) Information Notice No. 16-005 is referenced for the requirements of this MOU. It is the intention of the parties to coordinate care between providers of physical, mental health care and substance use treatment services.

- D. WHEREAS**, nothing contained herein shall add to or delete from the services required by each party under its respective agreements with the DHCS. County and KP agree to perform their required services under their respective agreements with the DHCS, to the extent not inconsistent with laws and regulations.
- E. WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. OVERSIGHT RESPONSIBILITIES OF KP AND COUNTY

- 1.1. KP has responsibility to work with the COUNTY to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with COUNTY, as well as any actions required to identify and resolve any issues or problems that arise.
- 1.2. The COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU.
- 1.3. KP and COUNTY will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. KP and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.
- 1.4. KP and the COUNTY will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

2. SCREENING, ASSESSMENT, AND REFERRAL

- 2.1. Determination of Medical Necessity:
 - 2.1.1. COUNTY will follow the medical necessity criteria outlined for the Drug Medi-Cal Organized Delivery System described in the 1115 Waiver Standard Terms and Conditions.
 - 2.1.2. KAISER is responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
- 2.2. Assessment Process
 - 2.2.1. KAISER and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
 - 2.2.2. COUNTY shall have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Criteria: Treatment Criteria for Addictive, Substance-Related, and Co-Occurring Conditions, Third Edition crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral
 - 2.2.3. KAISER providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 screening, brief intervention, and referral to treatment (AMSC) services for Members, is available.
- 2.3. Referrals
 - 2.3.1. COUNTY and KAISER shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including: the COUNTY will accept referrals from KAISER staff, providers and Members' self-referral for determination of medical necessity for

alcohol and other drug services including referrals in accordance with APL 18-001, "Voluntary Inpatient Detoxification." .

2.3.2.

2.3.3. KAISER shall provide COUNTY a contact for member service escalations and triage when KAISER members are unsuccessful in getting physical and mental health matters addressed through their KAISER providers or KAISER Member Services.

2.3.3.1. KAISER contact for escalations and triage is: mcro-consultations@kp.org

3. Care Coordination

3.1. COUNTY and KAISER will develop and agree to policies and procedures for coordinating health care for Members enrolled in KAISER and receiving alcohol and other drug services through COUNTY.

3.1.1. The delineation of case management responsibilities will be outlined.

3.1.2. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and KAISER representatives.

3.1.3. COUNTY AND KAISER will promote availability of clinical consultation for shared members receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.

3.2. An identified point of contact from each party will serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in KAISER and COUNTY protocols.

3.2.1.1. COUNTY contact is: El Dorado County DMC-ODS, reachable at EDCODS@edcgov.us

3.2.1.2. KAISER contact is: Medi-Cal Regulatory Oversight and Operations, reachable at mcro-consultations@kp.org

3.3. Coordination of care for alcohol and other drug treatment provided by COUNTY shall occur in accordance with all applicable federal, state and local regulations. A process for shared development of care plans by the beneficiary, caregivers and all providers and collaborative treatment planning activities will be developed to ensure clinical integration between DMC-ODS and managed care providers.

4. Information Exchange

4.1. COUNTY AND KAISER will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of personal health information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3) and other pertinent state and federal laws and regulations, including the Health Insurance Portability and Accountability Act, Title 22 and 42 CFR part 2, governing the confidentiality of mental health, alcohol and drug treatment information.

4.2. COUNTY shall, in collaboration with Kaiser and/or its subcontracted providers and vendors, develop and agree to policies and procedures on sharing information, including but not limited to, establishing secure methods of exchanging data identified below electronically. County shall share the following minimally necessary client/member information to complete the assigned task. Medi-Cal managed care health plans (MCPs) will comply with all applicable laws pertaining the use and disclosure of Protected Health Information (PHI) including but not limited to: HIPAA / 45 C.F.R. Parts 160 and 164, Lanterman-Petris-Short Act (LPS) / W & I Code Section 5328-5328.15, 42 C.F.R. Part 2, HITECH Act (42 U.S.C. Section 17921 et. Seq., California Medical Information Act (CMIA), Ca. Civil Code 56.00-56.37

4.3. KAISER and/or its subcontracted providers and vendors shall provide all necessary client/member information to County to ensure appropriate care coordination, in compliance with all state and federal privacy laws, including without limitation "HIPAA". Health Insurance Portability and Accountability Act, a federal law, Public Law 104-191 and its implementing regulations, including Standards for the Privacy of Individually Identifiable Health Information and the Health Insurance Reform: Security Standards at 45 Code of Federal Regulations (C.F.R.) parts 160 and 164, as amended

by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), including its implementing regulations, which provide federal protections for individually identifiable health information held by covered entities, as defined therein.

- 4.4. The COUNTY AND KAISER understand and agree that each party has obligations under HIPAA with respect to the confidentiality, privacy, and security of patients' health information, and that each must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including, when required, the use of appropriate authorizations as specified under HIPAA. The disclosure of data, including without limitation PHI, from KAISER to County, is for the purposes of KAISER's payment/health care operations and/or the County's treatment, payment or health care operations in their capacity as Covered Entities and/or, to the extent applicable, in their capacity as Health Oversight Agencies (as such capitalized terms are defined in HIPAA).
- 4.5. COUNTY AND KAISER acknowledges that it may have additional obligations under other State or federal laws that may impose on that party additional restrictions with respect to the sharing of information, including but not limited to the Confidentiality of Medical Information Act (CMIA), Welfare and Institutions Code Section 5328 et. seq., and 42 C.F.R. Part 2.
- 4.6. COUNTY AND KAISER will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of KAISER members such as PHI, PII and Personal Confidential Information (PCI) or other confidential data to KAISER or anyone else including state agencies.

5. Reporting and Quality Improvement Requirements

- 5.1. COUNTY AND KAISER will have policies and procedures to address quality improvement requirements and reports.
 - 5.1.1. Hold regular meetings, as agreed upon by KAISER and COUNTY, to review the referral and care coordination process and monitor Member engagement and utilization.

6. Dispute Resolution Process

- 6.1. KAISER and COUNTY agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and DHCS. A dispute will not delay member access to medically necessary services.

7. Access to Urgent/Emergency Services; Telephone Access

- 7.1. The COUNTY must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.
 - 7.1.1. Members may be referred to COUNTY for alcohol and other drug services by multiple entry paths. Referrals may come from primary care physicians, providers, KAISER staff, County Departments, and self-referral by calling the COUNTY's toll free number that will be available 24 hours per day, 7 days a week for service access, service authorization and referral.
- 7.2. The COUNTY must provide KAISER with the telephone number to share with members, in order to ensure that Members are able to access services for urgent or emergency services 24 hours per day, 7 days a week.
 - 7.2.1. The telephone number is: 1 (800) 929-1955.

8. **Provider and Member Education:** KAISER and COUNTY shall determine the requirements for coordination of Member and provider information about access to KAISER and COUNTY covered services to increase navigation support for beneficiaries and their caregivers.

9. **Administrator:** The County Officer or employee with responsibility for administering this MOU is Jamie Samboceti, Deputy Director, Health and Human Services Agency, or successor.
10. **Indemnity:**
 - 10.1. County agrees to indemnify and hold harmless KAISER and KAISER Entities, employees, agents, and elective and appointive boards from and against any damages, including costs and attorneys' fees, arising out of negligent or intentional acts or omissions of County, its employees or agents.
 - 10.2. KAISER agrees to indemnify and hold harmless County and its employees, agents, and elective and appointive boards from and against any damages, including costs and attorneys' fees, arising out of negligent or intentional acts or omissions of KAISER, its employees or agents.
11. **Authorized Signatures:** The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
12. **Partial Invalidity:** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
13. **Venue:** Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
14. **Status as Independent Entities:** None of the provisions of this MOU is intended to create, nor shall be deemed or construed to create any relationship between County and KAISER other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this MOU. Neither County or KAISER, nor any of their respective agents, employees or representatives, shall be construed to be the agent, employee or representative of the other.
15. **Counterparts:** This MOU may be executed in counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.
16. **Assignment:** Neither this MOU, nor any of a party's rights or obligations hereunder, is assignable by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.
17. **Entire MOU:** This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.
18. **Notices:** All notices required or permitted to be given under this MOU shall be in writing and shall be sufficient in all respects if delivered personally, by nationally recognized overnight delivery service, by registered or certified mail, postage prepaid, by confirmed fax, or by other electronic means, provided that delivery can be confirmed, addressed as follows:

If to KP:

KP Cal, LLC
Medi-Cal Regulatory Oversight and Operations

If to County:

County of El Dorado
Health and Human Services Agency

Medi-Cal Regulatory Oversight and Operations
Ronald Robinson
1800 Harrison, 25th floor
Oakland, CA 94612

Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
Attention: Contracts Unit
Fax No: 530-653-2229
Email: hhsa-contracts@edcgov.us

Secondary Contact

KP Cal, LLC
Medi-Cal Regulatory Oversight and Operations
Sarah Linville
1800 Harrison, 11th floor
Oakland, CA 94612

Secondary County contact:
County of El Dorado
Procurement and Contracts
2850 Fairlane Ct, Bld., C, 2nd Floor
Attention: Purchasing Agent
Fax No: (530) 295-2537
Email: caocontracts@edcgov.us

Fax No.:
Email: Ronald.l.robinson@kp.org
AND Sarah.y.linville@kp.org

Notice shall be deemed to have been given: (a) upon transmittal thereof as to those personally delivered, (b) at the date and time shown on the confirmation or return receipt, if notice is mailed or faxed, or (c) at the date and time shown on the electronic delivery confirmation. The above addresses may be changed by giving notice in the manner provided for above.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU as of the date set forth below.

KP Cal, LLC
"KAISER"


By: 

Name: Nathaniel L. Oubre, Jr.

Title: California Vice President, Medi-Cal, CHIP & Charitable Care
Address: Kaiser Permanente, 25th Floor, 1800 Harrison Street, Oakland CA 94612

Date: 4/18/19

COUNTY OF EL DORADO
"COUNTY"

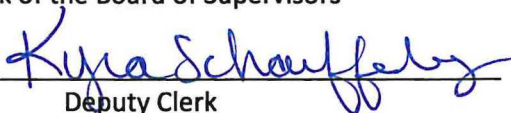
By: 

Name: Sue Novasel

Title: Chair, Board of Supervisors

Date: 4/23/19

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/23/19

