

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Health & Wellness Plan, a wholly-owned subsidiary of Centene Corporation, whose principal place of business is 1740 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 (hereinafter referred to as "CH&W").

RECITALS

WHEREAS, on November 2, 2010, the Department of Health & Human Services (DHHS), a division of the Centers for Medicare and Medicaid Services (CMS), a federal agency within the United States Department of Health and Human Services, 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); and

WHEREAS, this MOU describes the specific roles and responsibilities of County and CH&W for screening, referral, coordination, and delivery of alcohol and other drug services for Medi-Cal beneficiaries of CH&W who meet the medical necessity criteria for Medi-Cal services and identified by Department of Health Care Services (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. All references in the MOU to "Members" are limited to CH&W Members. There will be no exchange of funds between County and CH&W; and

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 CH&W agree to perform their required services under their respective agreements with the DHCS, to the extent not inconsistent with laws and regulations.

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, County and CH&W mutually agree as follows:

ARTICLE I

A. Oversight Responsibilities of CH&W and County

1. CH&W has responsibility to work with 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 will any actions required to identify and resolve any issues or problems that arise.
2. County will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the MOU.
3. CH&W and County will formulate a multidisciplinary clinical team oversight process for clinical operations: linkage, referrals, care management, care coordination, and exchange of medical information. CH&W and County will determine the final composition of the multidisciplinary teams to conduct this oversight function.
4. CH&W and County will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

B. Screening, Assessment, and Referral

1. Determination of Medical Necessity.
 - a. 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. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program.
 - b. CH&W will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR Section 51303(a).
2. Assessment Process.
 - a. CH&W and County shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
 - b. County will have available for the El Dorado County community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) 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 purposes.
 - c. CH&W providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 screening, brief intervention, and referral to treatment (SBIRT) services for Members, is available.
3. Referrals.
 - a. CH&W and County shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
 - i. County will accept referrals from CH&W staff, providers, and Members' self-referral for determination of medical necessity for alcohol and other drug services.
 - ii. CH&W accepts referrals from County staff, providers, and Members' self-referral for physical health services.

C. Care Coordination

1. CH&W and County will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CH&W and receiving alcohol and other drug services through County.
2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CH&W and County protocols.
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. CH&W and County will promote availability of clinical consultation for Members receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
5. The delineation of case management responsibilities will be outlined.
6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with County and CH&W representatives.
7. CH&W will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CH&W service area, CH&W shall pursue placement outside of the area.
8. CH&W will coordinate services between the primary care providers and the treatment programs.

D. Information Exchange

1. The CH&W and County 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.
2. CH&W and County agree that use or disclosure of Member information qualifying as “protected health information” (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).
3. PHI shared under this MOU shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.
4. Where applicable, any Member information that constitutes “medical information,” as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it

would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

5. CH&W and County will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.
6. Each party is responsible for its own compliance obligations under the above.

E. Reporting and Quality Improvement Requirements

1. CH&W and County will have policies and procedures to address quality improvement requirements and reports.
2. CH&W and County will hold regular meetings, as agreed upon, to review the referral and care coordination process and monitor Member engagement and utilization.

F. Dispute Resolution Process

1. At this time, CH&W 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 the State Department of Health Care Services (DHCS). A dispute will not delay member access to medically necessary services.

G. Telephone Access

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.

The approach will be the “no wrong door” to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CH&W 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.

H. Provider and Member Education

The CH&W and County shall determine the requirements for coordination of Member and provider information about access to CH&W and County covered services to increase navigation support for beneficiaries and their caregivers.

I. Point of Contact

The Point of Contact for the MOU will be a designated liaison from both County and CH&W.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall continue in effect until terminated by one of the parties in accordance with Article IV titled “Default, Termination and Cancellation,” herein.

ARTICLE III

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice, then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Ceasing Performance:** County may terminate this MOU in the event CH&W ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- C. **Termination or Cancellation without Cause:** Either party may terminate this MOU in whole or in part upon thirty (30) calendar days written notice by either party without cause.

ARTICLE V

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to CH&W shall be addressed as follows:

CALIFORNIA HEALTH & WELLNESS PLAN
P. O. Box 1558
Sacramento, CA 95812-1558
ATTN: Vice President, Government Programs, Policy & Strategic Initiatives

or to such other location as CH&W directs.

ARTICLE VI

Change of Address: In the event of a change in address for either party's principal place of business or Notices to either party, each party shall notify the other party in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties". Said notice shall become part of this MOU upon acknowledgment of receipt in writing by the other party, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE VII

Indemnity: County agrees to indemnify and hold harmless CH&W 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 County, its employees or agents.

CH&W 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 CH&W, its employees or agents.

ARTICLE VIII

Administrator: The County Officer or employee with responsibility for administering this MOU is Jamie Samboceti, Deputy Director, Health and Human Services Agency, or successor.

ARTICLE IX

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.

ARTICLE X

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.

ARTICLE XI

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.

ARTICLE XII

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 CH&W other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this MOU. Neither County or CH&W, nor any of their respective agents, employees or representatives, shall be construed to be the agent, employee or representative of the other.

ARTICLE XIII

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.

ARTICLE XIV

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.

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ARTICLE XV

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.


Requesting Contract Administrator Concurrence:

By: 

Jamie Samboceti
Deputy Director
Health and Human Services Agency

Dated: 12/14/18

Requesting Department Head Concurrence:

By: 

Patricia Charles-Heathers, Ph.D., MPA
Director
Health and Human Services Agency

Dated: 12/17/18

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1/29/19

By: 
Sue Novasel, Chair
Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 1/29/19

-- CALIFORNIA HEALTH & WELLNESS --

By: 

Dated: 12/18/18

Name: Abbie Totten

Title: Medi-Cal Program Officer

Drug Medi-Cal Organized Delivery System (DMC-ODS) Care Coordination

Roles and Responsibilities	Responsible Party	
	CH&W	County
Oversight Responsibility		
1. Serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the MOU.		✓
2. Formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. Determine the final composition of the multidisciplinary teams to conduct this oversight function.	✓	✓
3. Designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.	✓	✓
4. 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 will any actions required to identify and resolve any issues or problems that arise.	✓	
Screening, Assessment and Referral		
1. Determination of Medical Necessity:		
a. Follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for Drug Medi-Cal services (DMC). DMC services shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides DMC services.		✓
b. Determine medical necessity as it relates to covered health care benefits, as outlined in 22 CCR Section 51303(a).	✓	
c. Continue to cover and ensure the provision of primary care and other services unrelated to substance use disorder (SUD) treatment.	✓	
2. Assessment Process:		
a. Develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.	✓	✓
b. 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 purposes.		✓
c. CH&W providers will ensure; substance use, physical, and mental health screening, including ASAM Level 0.5 screening, brief intervention, and referral to treatment (SBIRT) services for Members is available.	✓	
d. Identify individuals requiring alcohol and or substance abuse treatment services	✓	
3. Referrals		
a. Develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:	✓	✓
i. Accept referrals from CH&W staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).		✓
ii. Accept referrals from County staff, providers and Members' self-referral for physical health services.	✓	

Roles and Responsibilities	Responsible Party	
	CH&W	County
Care Coordination		
4. Develop and agree to policies and procedures for coordinating health care for Members enrolled with CH&W and receiving alcohol and other drug services through County.	✓	✓
5. Identify point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in the CAH&W and County protocols.	✓	✓
6. Coordination of care for alcohol and other drug treatment provided by County shall occur in accordance with all applicable federal, state and local regulations.		✓
7. Promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.	✓	✓
8. Outline delineation of case management responsibilities.	✓	✓
9. Hold regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with County and CH&W representatives.	✓	✓
10. Assist members in locating available treatment service sites. To the extent that treatment slots are not available within CH&W service area, CH&W shall pursue placement outside of the area.	✓	
11. Coordinate services between the primary care providers and the treatment programs.	✓	
Information Exchange		
1. Agree that use or disclosure of Member information qualifying as “protected health information” (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).	✓	✓
2. PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.	✓	✓
3. Where applicable, any Member information that constitutes “medical information,” as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.	✓	✓
4. Develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information	✓	✓
5. Each party is responsible for its own compliance obligations under the above referenced regulations.	✓	✓
Reporting and Quality Improvement Requirements		
1. Have policies and procedures to address quality improvement requirements and reports.	✓	✓

Roles and Responsibilities	Responsible Party	
	CH&W	County
2. Hold regular meetings, as agreed upon by each entity, to review the referral and care coordination process and monitor Member engagement and utilization.	✓	✓
Dispute Resolution Process		
1. 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 the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.	✓	✓
Telephone Access		
1. Ensure that members will be able to assess services for urgent or emergency services 24 hours per day, 7 days a week.		✓
2. There will be a “no wrong door” to service access approach. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CH&W staff, County Departments, and self-referral.	✓	✓
Provider and Member Education		
1. Determine the requirements for coordination of Member and provider information about access to CH&W and County covered services to increase navigation support for beneficiaries and their caregivers.	✓	✓
Point of Contact for MOU		
1. Designate a liaison as the point of contact for the MOU.	✓	✓