MHP AND DMC-ODS MEMORANDUM OF UNDERSTANDING

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CA-10J

Memorandum of Understanding
between Partnership HealthPlan of California **and Marin County HHS – Behavioral Health and Recovery Services**

This Memorandum of Understanding ("MOU") is entered into by and between Partnership HealthPlan of California ("MCP") and Marin County HHS – Behavioral Health and Recovery Services, Mental Health Plan ("MHP") and Drug Medi-Cal Organized Delivery System ("DMC-ODS"), collectively as MHP/DMC-ODS, effective as of the date of last signature ("Effective Date"). Where MCP has a Subcontractor or Downstream Subcontractor arrangement delegating part or all of the responsibilities related to effectuating this MOU to a Knox-Keene licensed health care service plan(s), this Subcontractor or Downstream Subcontractor must be added as an express party to this MOU and named in this MOU as having the responsibilities set forth herein that are applicable to this Subcontractor or Downstream Subcontractor. MHP, DMC-ODS, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors may be 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, and MHP 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 any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

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 Letter ("APL") 22-005, APL 23-029, and subsequently issued superseding APLs, and DMC-ODS is required to enter into this MOU under the DMC- ODS Intergovernmental Agreement Exhibit A, Attachment I, Behavioral Health Information Notice ("BHIN") 23-001, BHIN 23-057 and any subsequently issued superseding BHINs, to ensure that Medi-Cal Members enrolled in MCP who are served by DMC-ODS ("Members") are able to access and/or receive substance use disorder ("SUD") services in a coordinated manner from MCP and DMC-ODS;WHEREAS, the Parties desire to ensure that Members receive MHP and SUD 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 DMC-ODS 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 and 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 person designated by MHP and DMC-ODS to oversee coordination and communication with MCP and ensure MHP's and DMC-ODS compliance with this MOU as described in Section 5 of this MOU.

d. "MHP/DMC-ODS Liaison" means MHP's and DMC-ODS designated point of contact responsible for acting as the liaison between MCP and MHP and DMC-ODS as described in Section 5 of this MOU. The MHP/DMC-ODS 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 and DMC-ODS, has the same meaning ascribed by the MHP Contract and 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 and DMC-ODS, has the same meaning ascribed by the MHP Contract and 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 and DMC-ODS, means a subcontractor of a MHP and/or DMC-ODS Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of one (1) year 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 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 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 governs the coordination between DMC-ODS and MCP for the provision of SUD

services as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 24-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC- ODS Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

MCP Responsibility for NSMHS[1]
MCPs must provide or arrange for the provision of the following NSMHS:

1. Mental health evaluation and treatment, including individual, group and family psychotherapy.
2. Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.
3. Outpatient services for the purposes of monitoring drug therapy.
4. Psychiatric consultation.
5. Outpatient laboratory, drugs, supplies, and supplements.

MCPs must provide or arrange for the provision of NSMHS for the following populations:

- Members who are 21 years of age and older with mild-to-moderate distress, or mild-to-moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;
- Members who are under the age of 21, to the extent they are eligible for services through the EPSDT benefit, regardless of the level of distress or impairment, or the presence of a diagnosis; and,
- Members of any age with potential mental health disorders not yet diagnosed.

In addition to the above requirements, MCPs must provide psychotherapy to members under the age of 21 with specified risk factors or with persistent mental health symptoms in the absence of a mental health disorder. MCPs are also required to cover up to 20 individual and/or group counseling sessions for pregnant and postpartum individuals with specified risk factors for perinatal depression when sessions are delivered during the prenatal period and/or during the 12 months following childbirth. Details regarding NSMHS psychiatric and psychological services, including psychotherapy coverage, Current Procedural Terminology (CPT) codes that are covered, and information regarding eligible provider types can be found in the Medi-Cal Provider Manual, Non-Specialty Mental Health Services: Psychiatric and Psychological Services.

Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric medications or to monitor side effects from psychiatric medications. Supplies may include laboratory supplies.

MCPs must provide covered SUD services, including alcohol and drug use screening, assessment, brief interventions, and referral to treatment (SABIRT) for members ages 11 and older, including pregnant members, in primary care settings and tobacco, alcohol, and illicit drug screening in accordance with American Academy of Pediatrics Bright Futures for

[1] APL 22-006 (ca.gov)

Children recommendations and United States Preventive Services Taskforce grade A and B recommendations for adults as outlined in APL 21-014, Alcohol and Drug Screening, Assessment, Brief Interventions and Referral to Treatment. Further, MCPs must provide or arrange for 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.
- Emergency services necessary to stabilize the member.

Care Management and Care Coordination

MCPs continue to be required to provide medical case management and cover and pay for all medically necessary Medi-Cal-covered physical health care services for a member receiving SMHS. The MCP must coordinate care with the MHP. The MCP is responsible for the appropriate management of a member's mental and physical health care, which includes, but is not limited to, medication reconciliation and the coordination of all medically necessary, contractually required Medi-Cal-covered services, including mental health services, both within and outside the MCP's provider network.

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 Behavioral Health Administrator, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with MHP and 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 and 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 and 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 via email as soon as reasonably practical but no later than the date of change and must notify DHCS within five (5) Working Days of the change.

c. **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 and DMC-ODS Obligations.

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

b. **Oversight Responsibility.** The BHRS Quality Management Director, the designated MHP/DMC-ODS Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP and DMC-ODS compliance with this MOU. The MHP/DMC-ODS 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 and 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 and DMC-ODS compliance with the MOU to MHP and DMC-ODS' compliance officer no less frequently than quarterly. The compliance officer is responsible for MOU compliance oversight and reports as part of MHPs and DMC-ODS's compliance program and must address any compliance deficiencies in accordance with MHP's and DMC-ODS's compliance program policies;

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

iv. Ensure the appropriate levels of MHP and 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 for MHP's and DMC-ODS's 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 and DMC-ODS, and reporting to the MHP/DMC-ODS Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP and 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.

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 and DMC-ODS services to their contracted providers. Compliance with training and orientation will be validated with the submission of an annual attestation.

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 and 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 and DMC-ODS services may be accessed, including during nonbusiness hours.

d. The Parties 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 and 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 and DMC-ODS with individuals who may be eligible for MCP's Covered Services and/or MHP and DMC-ODS services.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** 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. For DMC-ODS, refer to Section 7(a)iv and 7(a)v.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change. This provision is not applicable to DMC-ODS is not required to use the Transition of Care Tool.

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:

a. 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.

b. 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.

iv. 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.

v. 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:

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

b. 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;

b. **Referrals.** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP and DMC-ODS services and MCP Covered Services.

Mental Health Plan:

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 (if processes have been agreed upon with 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.

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.

Drug Medi-Cal Organized Delivery System:

i. The Parties must facilitate referrals to DMC-ODS for Members who may potentially meet the criteria to access DMC-ODS services and ensure DMC-ODS has procedures for accepting referrals from MCP.

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

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

iv. DMC-ODS must refer Members to 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's provision of ECM.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.

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

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

8. Closed Loop Referrals.

The managed care plan and its subcontractor has a process to ensure closed loop referrals between the MCP and the county MHP using care coordination and the implementation of a monthly referral tracker. This process may be updated as time progresses through further automation and changed processes as agreed to by both parties.

9. 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 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 each other and to identify strategies to monitor and assess the effectiveness of this MOU. The 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. MCP must have policies and procedures in place to maintain cross-system collaboration with DMC-ODS and to identify strategies to monitor and assess the effectiveness of this MOU.

v. 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 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;

4. 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;

5. 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;

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

7. 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.

8. 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.

9. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;

10. 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

11. 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.

b. **Transitional Care.**

i. The Parties must establish policies and procedures and develop a process describing how MCP and MHP and 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,[2] or transitions from outpatient therapy to intensive outpatient therapy.

ii. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, crisis residential stay or residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP or DMC-ODS is the primary payer, MHPs and DMC-ODS are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP and DMC-ODS, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:

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

2. 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);

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

4. 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;

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

6. Assigning or contracting with a care manager to coordinate

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[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

[3] 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

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.

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

iv. For inpatient mental health treatment provided by MHP or 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.

v. 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.

c. **Clinical Consultation.**

i. 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.

ii. 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.

iii. 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.

d. **Enhanced Care Management.**

i. 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:

1. That MCP prioritize assigning a Member to an SMHS or DMC-ODS Provider as the ECM Provider if the Member receives SMHS or DMC-ODS services 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;

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

3. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with 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.

ii. 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:

1. That MCP prioritize assigning a Member to an SMHS Provider or a DMC-ODS Provider as the ECM Provider if the Member receives SMHS or DMC-ODS services 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;

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

iii. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with 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.

iv. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS care coordination. Members receiving DMC-ODS care coordination can also be eligible for and receive ECM.

v. MCP must have written process for ensuring the non-duplication of service for members receiving ECM and DMC-ODS care coordination.

e. **Community Supports.**

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

1. 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 and DMC-ODS protocols;

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

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

f. **Eating Disorder Services.**

i. 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:

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

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

ii. 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.

1. 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.

g. **Prescription Drugs.**

i. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

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

2. 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.

ii. The Parties must develop a process for coordination between MCP and DMC-ODS for prescription drug and laboratory, radiological, and radioisotope service procedures, including 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.

10. 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, 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 and DMC-ODS, such as local county meetings, local community forums, and MHP and DMC-ODS engagements, to collaborate with MHP and DMC-ODS in equity strategy and wellness and prevention activities.

11. 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.

12. 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) for MHP, and Welfare and Institutions § 14184.102(j) for DMC-ODS, 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.[4]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP and 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 in Exhibit C of 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 Exhibit C of this MOU to facilitate sharing of information and data. MHP and 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 and/or DMC-ODS provider is serving as an ECM provider;

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

[4] 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.

iii. A process for MHP and 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 and/or 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 behavioral health crises (e.g., MHP and/or 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, SUD crisis intervention); and

v. A process for MCP to send admission, discharge, and transfer data to MHP and 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 to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

MCP and MHP must enter into the State's Data Exchange Framework Data Sharing Agreement ("DSA") for the safe sharing of information.

b. **Behavioral Health Quality Improvement Program**. If MHP and DMC-ODS is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP and DMC-ODS are encouraged to execute a DSA. If MHP and DMC-ODS and MCP have not executed a DSA, MHP 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 MHP and DMC-ODS must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL and 45 Code of Federal Regulations Part 170. MCP must 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 Sections 438.242(b) and 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

13. Disaster and Emergency Preparedness. The Parties must develop policies and procedures to mitigate the effects of natural, man-made, or war-caused disasters involving emergency situations and/or broad health care surge events greatly impacting the Parties' health care delivery system to ensure the continued coordination and delivery of MHP and DMC-ODS services and MCP's Covered Services for impacted Members.

14. Dispute Resolution.

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 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 MHP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or MHP and DMC-ODS to DHCS.

Mental Health Plan:

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.

Drug Medi-Cal – Organized Delivery System:

a. Unless otherwise determined by the Parties, the DMC-ODS Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing 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 provisions 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, including providing or arranging and paying for those services until the dispute is resolved.

iii. When the dispute concerns DMC-ODS's 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 is responsible for providing or arranging and paying for those services until the dispute is 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.

15. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP and DMC-ODS who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP and 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 and DMC-ODS.

16. General.

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

b. **Documentation Requirements.** MCP and MHP and DMC-ODS must retain all documents demonstrating compliance with this MOU for at least ten (10) years as required by the Medi-Cal Managed Care Contract and the MHP Contract and DMC-ODS Intergovernmental Agreement. 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 and 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 and 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 and 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, and 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 and 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 and/or 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 date of final signature.

Partnership HealthPlan of California

Signature: DocuSigned by: Katherine Barresi 08AC20F76F8240C...
Name: Katherine Barresi
Title: Acting CEO/ Chief Health Services Officer
Notice Address: 4665 Business Center Dr. Fairfield, CA 94534

Date: 8/8/2024

County of Marin – HHS-Behavioral Health and Recovery Services

Signature:

Name: Dennis Rodoni
Title: President, Board of Supervisors
Notice Address:
Attn: BHRS Director
20 N. San Pedro Rd.
San Rafael, CA 94903

Date: September 10, 2024

Exhibit A

Mark Bontrager
Partnership HealthPlan Behavioral Health Administrator/ or Designee
mbontrager@partnershiphp.org
707-419-7913
4665 Business Center Drive
Fairfield, CA 94534

Exhibit B

Marin County HHS – Behavioral Health and Recovery services

MHP/DMC-ODS Responsible Person:
Katie Smith, LMFT
BHRS Quality Management Director
20 N. San Pedro Rd. San Rafael, CA 94903
Katie.Smith@MarinCounty.gov
(415)473-3438

MHP/DMC-ODS Liaison:
Katie Smith, LMFT
BHRS Quality Management Director
20 N. San Pedro Rd. San Rafael, CA 94903
Katie.Smith@MarinCounty.gov
(415)473-3438

Exhibit C – Data Elements

Through the joint participation in a Health Information Exchange (HIE), the following data will be exchanged between the County Mental Health Plan and Managed Care Plan. When necessary, patient/member consent will be obtained prior to exchanging the following data as dictated by federal and state privacy rules.

#	From County Data Elements	From PHC Data Fields
	Member Demographics	
1	Member Client Identification Number (CIN)	Member Client Identification Number (CIN)
2	County	County
3	First Name	Member First Name
4	Middle Name	Member Middle Name
5	Last Name	Member Last Name
6	Social Security Number	Social Security Number
7	Date of Birth	Date of Birth
8	Race/Ethnicity	Race/Ethnicity
9	Gender	Gender
10		ECM Provider
	PCP	
11	N/A	PCP Name
12	N/A	NPI number
13	N/A	Address
14	N/A	Taxonomy
	Visit Details, all types	
15	Rendering/attending provider for encounter below - only for outpatient	Rendering/attending provider
16	Rendering/attending provider NPI number - NPI for org	Rendering/attending provider NPI number
17	Rendering/attending provider service location	Rendering/attending provider service location
18	Rendering/attending phone number	Rendering/attending phone number
19	Rendering/attending provider specialty - outpatient	Rendering/attending provider specialty: Mental Health and PCP
	SUD or MH outpatient visits from County BH	**Medical Outpatient Visits**
20	OP MH or SUD-Date of Outpatient Visit	Outpatient-Date of Visit
21	Outpatient-Office ID	Outpatient-Office ID

22	Outpatient-Office Name of Site	Outpatient-Office Name of Site
23	Outpatient-Office NPI	Outpatient-Office NPI
24	Outpatient-diagnosis codes	Outpatient-diagnosis codes
25	Outpatient-Procedure codes	Outpatient-Procedure codes
	ED Visits	
26	N/A	ED-Date of ED visit
27	N/A	ED-Hospital name
28	N/A	ED-NPI number
29	N/A	ED-All Diagnosis code
30	N/A	ED-Principle Diagnosis Codes
31	N/A	ED-Main visit procedure codes
32	N/A	ED-CPT code
	MH/SUD Inpatient Admissions	**Inpatient Admissions**
33	IP-Hospital name	IP-Hospital name
34	IP-NPI number	IP-NPI number
35	IP-Date of admission	IP-Date of admission
36	IP-Date of discharge	IP-Date of discharge
37	IP-Admission Diagnosis Codes	IP-Admission Diagnosis Codes
38	IP-Discharge Diagnosis	IP-Discharge Diagnosis
	County Enrollment Status	**PHC Enrollment status**
39	Enrollment date for SUD	PHC enrollment date (most recent date begun versus detail going back 1 year?)
40	Enrollment date for MH	MediCal Aid code