SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION (dba GOLD COAST HEALTH PLAN) AND THE COUNTY OF VENTURA FOR SPECIALTY MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

This Second Amended and Restated Memorandum of Understanding (this "MOU") is entered into by and between Ventura County Medi-Cal Managed Care Commission dba Gold Coast Health Plan ("MCP") and the County of Ventura on behalf of its Mental Health Plan ("MHP") and Drug Medi-Cal Organized Delivery System Plan ("DMC-ODS") (collectively the "MHP/DMC-ODS Plan," where appropriate) effective as of April 1, 2025 ("Effective Date"). MHP/DMC-ODS Plan and MCP may each be referred to as a "Party" and collectively as "Parties."

IN WITNESS WHEREOF, the subsequent Second Amendment and Restated Memorandum of Understanding between MCP and MHP/DMC-ODS Plan is entered into by and between the Parties.

RECITALS

WHEREAS, the Parties entered into a Memorandum of Understanding effective as of January 1, 2020 (the "Initial MOU");

WHEREAS, the Parties subsequently entered into an Amended and Restated Memorandum of Understanding effective as of July 1, 2020, which amended and restated the Initial MOU in its entirety (the "Original MOU");

WHEREAS, the Parties executed a First Amendment to the Original MOU effective as of July 1, 2023, which extended the term of the Original MOU through December 31, 2024;

WHEREAS, the Parties executed a Second Amendment to the Original MOU effective as of January 1, 2025, which further extended the term of the Original MOU through earlier of (i) the date upon which this MOU is executed, or (ii) June 30, 2025;

WHEREAS, through this MOU, the Parties desire to comply with the Department of Health Care Services ("DHCS") Medi-Cal Managed Care Contract requirements related to building partnerships between Medi-Cal Managed Care Plans and Third-Party Entities such as MHP/DMC-ODS Plan;

WHEREAS, this MOU seeks to clarify the roles and responsibilities between MCP and MHP/DMC-ODS Plan, support local engagement, and facilitate care coordination and the exchange of information necessary to enable care coordination and improve the referral processes between MCP and MHP/DMC-ODS Plan, as it pertains to Specialty Mental Health Services and Substance Use Disorder Services; and

WHEREAS, the Parties desire to amend and restate the Original MOU in its entirety, as set forth in this MOU, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

COUNTY OF VENTURA ON BEHALF OF ITS MENTAL HEALTH PLAN ("MHP") AND DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM PLAN ("DMC-ODS")	**VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION dba Gold Coast Health Plan**
Executed by:	*Executed by:*
Signed by: Loretta L. Denering 7F771131546A4CF...	Signed by: Felix L Nuñez, MD 4BE7FA94D87C43E...
Signature	Signature
Loretta L. Denering, DrPH, MS	Felix Nuñez, MD, MPH
Printed Name	Printed Name
Director	Acting Chief Executive Officer
Title	Title
April 3, 2025 | 16:55:55 PDT	April 1, 2025 | 11:04:56 PDT
Date	Date
Address for Notices:	Address for Notices:
Ventura County Behavioral Health	Gold Coast Health Plan
1911 Williams Drive, Suite 200	711 E. Daily Drive, Suite 106
Oxnard, CA 93036	Camarillo, CA 93010-6082

Second Amended and Restated Memorandum of Understanding between Ventura County Medi-Cal Managed Care Commission dba Gold Coast Health Plan and The County of Ventura on Behalf of its Mental Health Plan and its Drug Medi-Cal Organized Delivery System

This Memorandum of Understanding ("MOU") is entered into by and between Ventura County Medi-Cal Managed Care Commission dba Gold Coast Health Plan ("MCP") and the County of Ventura on behalf of its Mental Health Plan ("MHP") and Drug Medi-Cal Organized Delivery System Plan ("DMC-ODS") (collectively the "MHP/DMC-ODS Plan," where appropriate) effective as of April 1, 2025 ("Effective Date"). MHP/DMC-ODS Plan and MCP may each be referred to as a "Party" and collectively as "Parties."

WHEREAS, MCP and MHP/DMC-ODS Plan previously entered into an MOU on January 1, 2020;

WHEREAS, the Parties desire to amend and restate their MOU on the terms and conditions set forth below;

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

WHEREAS the Parties desire to ensure that Members receive MHP and/or 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, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the DHCS, unless otherwise defined below. 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/DMC-ODS Plan and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-MHP/DMC-ODS Plan Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS Plan as described in Section 4 of this MOU. The MCP-MHP/DMC-ODS Plan 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 Plan Responsible Person" means the person designated by MHP/DMC-ODS Plan to oversee coordination and communication with MCP and ensure MHP/DMC-ODS Plan's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP/DMC-ODS Plan Liaison" means MHP/DMC-ODS Plan's designated point of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS Plan as described in Section 5 of this MOU. The MHP/DMC-ODS Plan 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 Plan Responsible Person and/or MHP/DMC-ODS Plan 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; as it pertains to MHP/DMC-ODS Plan, has the same meaning ascribed by the Integrated 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; as it pertains to MHP/DMC- ODS Plan, has the same meaning ascribed by the Integrated 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 the MHP/DMC-ODS Plan, has the same meaning ascribed by the Integrated Agreement with DHCS.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three (3) years; thereafter, it shall automatically renew for additional one (1) year terms, unless earlier terminated by either Party, or as amended in accordance with Section 15.f of this MOU.

3. Services Covered by This MOU.

a. This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services ("NSMHS") covered by the 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.

b. This MOU also governs the coordination between MCP and MHP/DMC-ODS Plan for the provision of SUD services covered by the MCP and as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the MHP/DMC-ODS Integrated Agreement with DHCS, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

4. MCP Obligations.

a. **Provision of Covered Services**.

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

b. **Oversight Responsibility.** The Chief Program and Policy Officer or designee, the designated MCP Responsible Person listed on 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/DMC-ODS Plan, 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 sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate level of MCP 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 MHP/DMC-ODS Plan 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 Plan Liaison, the point of contact and liaison with MHP/DMC-ODS Plan. The MCP-MHP/DMC-ODS Plan Liaison is listed in Exhibit A of this MOU. MCP must notify MHP/DMC-ODS Plan of any changes to the MCP-MHP/DMC-ODS Plan Liaison in writing 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 Plan Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.

b. **Provision of DMC-ODS Plan Services**. DMC-ODS Plan is responsible for providing or arranging for the provision of covered SUD services.

c. **Oversight Responsibility.** The Provider Network Management Manager, the designated MHP/DMC-ODS Plan Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP/DMC-ODS Plan's compliance with this MOU. The MHP/DMC-ODS Plan Responsible Person serves, or may designate persons to serve, as the designated MHP/DMC-ODS Plan Liaison, the point of contact and liaison with MCP. The MHP/DMC-ODS Plan Liaisons are listed on Exhibit B of this MOU. The MHP/DMC ODS Plan Liaison(s) may be the same person as the MHP/DMC ODS Plan Responsible Person. MHP/DMC-ODS Plan must notify MCP of changes to the MHP/DMC-ODS Plan Responsible Person and Liaison as soon as reasonably practical but no later than the date of change. The MHP/DMC-ODS Plan Responsible Person must:

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

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

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

iv. Ensure the appropriate levels of MHP/DMC-ODS Plan leadership (i.e., persons

with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually to MHP/DMC-ODS Plan'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/DMC-ODS Plan, and reporting to the MHP/DMC-ODS Plan Responsible Person.

d. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP/DMC-ODS Plan 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 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 these responsibilities as of the Effective Date, the Parties must provide this training within sixty (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 all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP/DMC-ODS Plan services to their contracted providers.

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

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

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

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

7. MHP and DMC-ODS Plan Screening, Assessment, and Referrals.

a. **MHP Screening and Assessment.**

i. 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.

ii. 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.

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

iv. 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.

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

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

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

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

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

3. The process by which MCP:

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

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

c. Provides a referral to an MHP Network Provider (by 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 (by 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, as long as 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 SUD services to a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

c. **DMC-ODS Plan Screening and Assessment.**

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

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

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

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

d. **DMC-ODS Plan Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC-ODS Plan services.

i. The Parties must facilitate referrals to DMC-ODS Plan for Members who may potentially meet the criteria to access DMC-ODS Plan services and ensure DMC-ODS Plan 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 Plan services.

iv. DMC-ODS Plan 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 ECM or CCM. If DMC-ODS Plan is an ECM Provider, DMC-ODS Plan provides ECM services pursuant to that separate agreement between MCP and DMC-ODS Plan for ECM services; this MOU does not govern DMC-ODS Plan'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 Plan staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to DMC-ODS Plan, the provider, or the self-referred Member, respectively; and

vii. DMC-ODS Plan must have a process by which DMC-ODS Plan 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.

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

8. MHP and DMC-ODS Care Coordination and Collaboration.

a. MHP 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 California Welfare & Institutions Code Section 5328.

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

1. 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;

2. 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;

3. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. 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.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside

[1] CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

b. **DMC-ODS Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

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

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

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

1. The requirement for DMC-ODS Plan 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 how MCP and DMC-ODS Plan will engage in collaborative treatment planning to ensure care is clinically appropriate and non- duplicative and considers the Member's established therapeutic relationships;

4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's PCP, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

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

6. 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;

7. 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

8. 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 twenty-four seven (24/7) emergency access to Covered Services and carved-out services.

c**. MHP/DMC-ODS Additional Care Coordination and Collaboration Requirements**

i. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP/DMC-ODS Plan 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, level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.

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

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

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

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

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

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

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

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

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

5. 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.

ii. **Clinical Consultation**.

1. For MHP services, 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, as well as clinical navigation support for patients and caregivers.

2. For DMC-ODS Plan services, the Parties 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.

3. For MHP services, 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.

iii. **Enhanced Care Management.**

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

a. That MCP prioritize assigning a Member to an SMHS Provider or DMC-ODS Plan Provider as the ECM Provider if the Member receives SMHS or DMC-ODS Plan services from that Provider respectively 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; and

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

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

a. MCP must have written processes for ensuring the non-duplication of services for Members receiving ECM and DMC-ODS Plan care coordination.

3. The Parties must 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. **Community Supports.** 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/DMC-ODS Plan protocols;

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

3. A process specifying how MHP/DMC-ODS Plan will make

referrals for Members eligible for or receiving Community Supports.

v. **Eating Disorder Services.**

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

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

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

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

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

3. Eating Disorders Financial and Contractual Responsibilities.

a. MCP is responsible for the physical health components of eating disorder treatment and NSMHS, and MHP is responsible for the SMHS components of eating disorder treatment.

b. MHP must pay for all medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

c. MCP must pay for Members' inpatient hospitalizations due to physical health conditions, including hospitalizations due to physical complications of an eating disorder when psychiatric hospitalization criteria are not met. MCP must pay for NSMHS for Members requiring these services.

d. MCP must pay for emergency room professional services as described in Section 53855 of Title 22 of the California Code of Regulations. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services that are medically necessary to stabilize the Member. Emergency services include professional services and facility charges claimed by emergency departments.

e. For partial hospitalization and residential eating disorder programs, MHP is responsible for paying for the medically necessary SMHS components and MCP is responsible for the medically necessary physical health components. Each program and treatment plan is individualized, and services are typically bundled; therefore, unbundling services to determine physical and SMHS services is not feasible. As such, MHP and MCP have agreed upon the percentage of responsibility for each respective entity as 50% MCP and 50% MHP responsibility for residential, day treatment, and partial hospitalization levels of care. MHP

shall be responsible for payments to the providers for services that are covered either by MHP or MCP for Members. Subsequently, MHP shall submit invoices to MCP for the agreed-upon percentage of bundled services that are the responsibility of MCP, *e.g.*, the physical health components. MCP shall make payments for such invoiced amounts to MHP. The division of responsibility between MCP and MHP is as follows:

f. MCP shall contract for all medically necessary physical health-related and NSMHS eating disorder services, and MHP shall contract for all medically necessary psychiatric inpatient hospitalization and SMHS eating disorder services.

g. MHP shall be responsible for authorizing services for and establishing contractual agreements with providers for day treatment/partial hospitalization and residential levels of care. MHP shall also be responsible for developing utilization review for Member placement in day treatment/partial hospitalization/residential facilities.

h. MCP and MHP shall ensure timely and appropriate collaboration to ensure that each Party receives the information required to reimburse the respective percentages of services as set forth in this Section and to ensure coordination of care and non-duplication of services. MHP will invoice MCP and will provide information required to reimburse the respective percentages of services as set forth in this Section and to ensure coordination of care and non-duplication of services.

vi. **Prescription Drugs.** The Parties must develop policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

1. 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.

2. MHP to assure that all prescribing providers are screened and enrolled with DHCS as Ordering, Referring, and Rendering (ORP) licensed prescribers. MHP is obligated to provide the names and qualifications of the ORP licensed prescriber to MCP.

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

9. Quarterly Meetings.

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

b. Within thirty (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/DMC-ODS Plan Integrated Agreement with DHCS, and this MOU.

c. The Parties must invite the other Party's Responsible Person(s) and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a 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 at a frequency specified by DHCS.

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

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

a. The parties agree to collaborate on quality improvement activities for coordinating the care and delivery of services for members, as directed by DHCS.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish 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 for MHP services and DMC-ODS Plan services. For MHP services, PHI will be shared pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3) and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, other State and federal privacy laws. For DMC-ODS Plan services, PHI will be shared pursuant to Welfare and Institutions § 14184.102(j) and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 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.[2]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP/DMC-ODS Plan 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 and maintaining the confidentiality of exchanged information and data; and 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 Exhibits C and C-1 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,

[2] 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.

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 Exhibits C and C-1 of this MOU to facilitate sharing of information and data. MHP/DMC-ODS Plan 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 SMHS Provider and/or DMC-ODS Plan Provider is serving as an ECM Provider;

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

iii. A process for MHP/DMC-ODS Plan to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP/DMC-ODS Plan (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 alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization, MCP alerts MHP of Members' visits to emergency departments and hospitals, and DMC-ODS Plan alerts MCP of uses of SUD crisis intervention); and

v. A process for MCP to send admission, discharge, and transfer data to MHP/DMC-ODS Plan when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP/DMC-ODS Plan to receive this data. This process may incorporate notification requirements as described in Section 8(c)(i)(4).

vi. If Member authorization is required, the Parties must agree to a standard consent form to obtain a Member's authorization to share and use information for the purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2.

b. **Behavioral Health Quality Improvement Program**. If MHP/DMC-ODS Plan is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP/DMC-ODS are encouraged to execute a DSA. If MCP and MHP/DMC-ODS Plan have not executed a DSA, MHP/DMC-ODS Plan 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.**

i. **MHP.** MCP and MHP 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. 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).

ii. **DMC-ODS Plan.** MCP and DMC-ODS Plan must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital

endpoint on MCP's and DMC-ODS Plan's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 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.

12. Disaster and Emergency Preparedness

a. As feasible, the parties may maintain policies and procedures to mitigate the effects of physical and/or technological disasters to ensure the shared delivery of services. MHP/DMC-ODS Plan and MCP shall coordinate efforts to mitigate potential harm caused by emergencies, such as natural or manmade disasters or public health crisis. MHP/DMC-ODS Plan and MCP will ensure that members receive timely access to covered services.

13. Dispute Resolution.

a. MHP

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

ii. 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 (3) 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);

iii. 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;

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

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

2. 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

3. 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.

v. 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.

vi. 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 (1) 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

b. DMC-ODS

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

b. Unless otherwise determined by the Parties, the MHP/DMC-ODS Plan 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.

c. MCP must monitor and track the number of disputes with DMC-ODS Plan

where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. 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 Plan is required to deliver SUD services to a Member and DMC-ODS Plan has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS Plan, 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 Plan'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 Plan is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. 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.

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

15. General.

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

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

d. **Delegation.** MCP and MHP/DMC-ODS Plan may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated

Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP/DMC-ODS Plan must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP/DMC-ODS Plan 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/DMC-ODS Integrated Agreement with DHCS, and any subsequently issued superseding APLs, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

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

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between MHP/DMC-ODS Plan and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither MHP/DMC-ODS Plan, 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 same subject matter is terminated by mutual agreement of the Parties.

16. Behavioral Health Services Act

The Behavioral Health Services Act ("BHSA") requires a Community Program Planning Process, and a part of that process includes a collaboration of Local Health Jurisdictions, Managed Care Plans, and Behavioral Health Plans to inform the development and implementation of the BHSA Integrated Plan (IP). The BHSA IP will include a focused discussion on the intersection and overlap NSMHS and SMHS. MCP and MHP/DMC-ODS Plan agree to meaningful participation in the Community Health Assessment ("CHA") and Community Health Improvement Plan ("CHIP") to inform this discussion and identify community needs within the two service delivery systems. This collaboration includes sharing utilization data and communicating proactive steps to enhance access to and utilization of NSMHS and SMHS. These collaborative endeavors will provide stakeholders with a comprehensive understanding of mental health service provision during the CHA/CHIP process in support of the spectrum of services.

17. Cultural and Linguistic Services

The parties shall ensure to the extent possible that services and programs encompassed in this MOU meet the ethnic, cultural and linguistic needs of Beneficiaries and Members on a continuous basis. The parties shall comply with applicable Federal and State civil rights laws. The parties will

not unlawfully discriminate on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation. The parties will not unlawfully exclude people or treat them differently because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

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

Exhibit A
MCP Responsible Person and MCP-MHP/DMC-ODS Plan Liaison

MCP Responsible Person	Contact Information
Erik Cho, Chief Program and Policy Officer	Echo@goldchp.org

MCP-MHP/DMC-ODS Plan Liaison	Contact Information
Lauren Burnette, Behavioral Health Manager	lburnette@goldchp.org

Exhibit B

MHP/DMC-ODS Plan Responsible Person and MHP/DMC-ODS Plan Liaison

MHP/DMC-ODS Plan Responsible Person	Contact Information
Maryza Seal, VCBH Provider Network Management Manager	805-981-3352, Maryza.Seal@ventura.org

MHP/DMC-ODS Plan Liaison	Contact Information
Erick Elhard, VCBH Care Management Manager	805-981-2112, Erick.Elhard@ventura.org

Exhibit C

Data Elements

I. Definitions

The following definitions shall apply to this Exhibit C, including all exhibits hereto:

"Applicable Law" means any federal or state laws governing the privacy, confidentiality, or security of medical, mental health, substance abuse, social services, housing, and/or criminal justice information, records, and other data.

"Authorization" shall mean an authorization that is valid under 45 C.F.R. section 164.508.

"Consent" means a consent that is valid under 42 C.F.R. Part 2, and complies with the requirements of 42 C.F.R. section 2.31.

"Disclosure" shall mean "disclose," as defined at 42 C.F.R. section 2.11, and "disclosure," as defined at 45 C.F.R. section 160.103.

""Part 2 Records" means "records" as defined at 42 C.F.R. section 2.11 and subject to Part 2 of Subchapter A of Chapter I of Title 42 of the Code of Federal Regulations.

"Personally Identifiable Information" or "PII" means any social services, housing, and criminal justice information, records, and other data that is individually identifiable.

"Protected Health Information" or "PHI" means "protected health information" as defined at 45 C.F.R. section 160.103. PHI may include Part 2 Records.

II. Applicable Privacy Laws

a. The Parties agree that Members' PII and PHI are subject to the requirements of federal and state confidentiality and privacy laws governing their Use and Disclosure, including HIPAA, Confidentiality of Substance Use Disorder Patient Records statutes and regulations (42 United States Code ("U.S.C") section 290dd-2 et seq., 42 C.F.R. Part 2), Welfare and Institutions Code section 5328 *et seq*., Health and Safety Code sections 11812 and 11845.5, Civil Code section 1798.29, and federal and state laws governing social services, housing, and criminal justice data.

b. The Parties further agree that notwithstanding any other state or local law, including, but not limited to, Welfare and Institutions Code section 5328 and Health and Safety Code sections 11812 and 11845.5, Welfare and Institutions Code section 14184.102(j) expressly permits the sharing of health, social services, housing, and criminal justice information, records, and other data with and among DHCS, other state departments, including the

State Department of Public Health and the State Department of Social Services, Medi-Cal managed care plans, Medi-Cal behavioral health delivery systems, counties, health care providers, social services organizations, care coordination and case management teams, and other authorized provider or plan entities, and contractors of all of those entities, to the extent necessary to implement applicable CalAIM components described in Welfare and Institutions Code section 14184.100 et seq., the "CalAIM Terms and Conditions," as defined at Welfare and Institutions Code section 14184.101(c), and to the extent consistent with federal law.

c. The Parties acknowledge that the DHCS CalAIM Data Sharing Guidance issued in March, 2022 states that the waivers set forth under Welfare and Institutions Code section 14184.102 apply to Civil Code section 56 et seq., Health and Safety Code section 120985, Welfare and Institutions Code section 10850, and state and local laws that may prevent the Disclosure of inmates' release dates and other inmate information relevant to providing services under CalAIM.

d. In the event of any conflict between this Exhibit C and the Applicable Laws, the rules and requirements of the Applicable Laws shall control the Parties' request, Use, and Disclosure of Members' PHI and Part 2 Records.

III. Use and Disclosure of PII and PHI

a. The Parties will request, Use, and Disclose PII and PHI to carry out their respective roles and responsibilities under this MOU and only in accordance with Applicable Law.

b. The Parties agree to collaborate to further define routine data sharing required to implement the requirements of this MOU.

c. The Parties agree to collaborate to develop real-time methods for data exchange, including Application Program Interfaces ("API"), or a health information exchange.

IV. DHCS Requirements for Coordination of MHP Services and DMC-ODS Plan Services

a. Data Sharing Purposes under the MOU

i. Section 11 of the MOU requires both Parties to establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of the MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth in Section 11 of the MOU to the extent permitted under applicable State and federal law. The Parties are required to 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 and maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required.

ii. Section 8 of the MOU sets forth the care coordination and collaboration requirements for NSMHS and SMHS services, SUD services, transitional care services, clinical consultation services, ECM, Community Supports, eating disorder services, and prescription drugs and related services.

b. VCBH and GCHP Responsibilities

i. Section 11 of the MOU requires the Parties to 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 and maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required.

ii. The Parties will share protected health information PII for the purposes of medical and behavioral health care coordination for MHP services and DMC-ODS Plan services. For MHP services, PHI will be shared pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3) and to the fullest extent permitted under HIPAA and its implementing regulations and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For DMC-ODS Plan services, PHI will be shared pursuant to Welfare and Institutions § 14184.102(j) and to the fullest extent permitted under HIPAA and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws.

1. To the extent permitted under applicable law, for MHP services and DMC-ODS Plan services, the Parties shall 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 specific data elements to be exchanged are set forth in Attachment C-1.

iii. All Uses and Disclosures must be consistent with the requirements of Applicable Laws to ensure that the Parties' providers with medical and psychological responsibility for the patient are able to access one another's records for the benefit of the patient's treatment and care coordination.

iv. To the extent that any of the information exchanged includes Part 2 Records, the Party sharing such data shall ensure that it has obtained

valid Consent to Disclose records to the other Party for care coordination and reporting purposes.

v. The Parties shall collaboratively work to expand the data elements shared to include the United States Core Data Interoperability ("USCDI") standard. At a minimum, the Parties shall include the data elements from USCDI Version 2 and where feasible, include the data elements from USCDI Version 3. The Parties shall develop policies and procedures for incorporating additional data elements.

c. Term and Termination

i. Unless earlier terminated in accordance with Section 15.xi of the MOU, this Exhibit C shall remain in effect during the term of the MOU and shall be terminated upon termination or expiration of the MOU.

ii. Notwithstanding the foregoing, sharing of data pursuant to this Exhibit B may be suspended or terminated immediately by either Party if continued sharing of data would result in an unauthorized Use or Disclosure of PHI or PII, a material violation of Applicable Law, or otherwise jeopardize the privacy and/or security of Member information.

V. Data Sharing Policies, Procedures, and Obligations Under the MOU for Implementation of the MOU

a. Subject to Applicable Law, the Parties agree that each Party may request, Use, and Disclose Member PII and PHI in relation to the performance of their respective roles and responsibilities under this Exhibit C.

b. Subject to Applicable Law, the Parties shall engage in bi-directional ongoing exchange of the data elements in Attachment C-1 at the frequencies agreed by the Parties, which may include via an SFTP or API.

c. If required by Applicable Law, the disclosing Party shall obtain Authorization or Consent to share the patient's PHI or PII on or before the disclosing Party's first treatment encounter with a patient that is a GCHP Member. Such Authorization or Consent shall allow Disclosure of PHI and PII for the purposes set forth in Section II.f.

d. In the event that Applicable Law, including those waivers of state law restrictions for CalAIM purposes, permit Disclosure of PII or PHI without Authorization or Consent, neither Party shall withhold PII or PHI where the Disclosure or exchange of such information would fall within the purposes set forth in this Exhibit C.

e. VCBH shall allow GCHP access to Authorization and/or Consent forms for assigned Members and shall use its reasonable best efforts to respond to requests for a Member's Authorization or Consent forms within twenty-four

(24) hours.

f. Subject to Applicable Law, each Party may Use the PHI, PII, and related data Disclosed under this Exhibit C for the purposes of treatment, payment, quality improvement, clinical integration, and care coordination.

g. As required by Applicable Law, each Party shall limit access to PHI, PII, and related data to their respective employees, subcontractors, or agents who have a legitimate purpose for accessing such data.

h. Each Party shall protect the PHI and PII received from the other Party in accordance with Applicable Law.

Exhibit C-1
Data Elements

The data elements listed below cover information related to: Member demographics; behavioral and physical health services, diagnoses, and assessments; medication and prescriptions; laboratory orders; referrals; known changes in condition or other factors that may adversely impact the Member's health and/or welfare. The Parties may agree to incorporate additional data elements as needed to fulfill the requirements of the MOU.

Data Element
Admitting provider
Authorization Effective Date
Authorization End Date
Category of Service
Claim line type/action code
Client ID/Medi-Cal ID
Closed Loop Referrals
CPT/HCPCS Code
CPT/HCPCS Descriptor
Date Member Notified of Referral Loop Closure
Date of Referral
Date of Referral Authorization Status
Date of Referral Status
Date of Service
Date Received Request for Authorization (MM/DD/YYYY)
Date Referral Sent to Servicing Provider Organization
Diagnostic Imaging Report
Diagnostic Imaging Test (LOINC)
Disability Status
Discharge Disposition (to home, to Inpatient Psychiatric Unit (IPU), transferred, etc.)
Drug Unit of Measure
Emergency Department (ED) Admit Date
Emergency Department (ED) Admit DX
Emergency Department (ED) Discharge date
Emergency Department (ED) Name
Functional Status
Future Scheduled Appointment (When Available)
Health Concerns
Hospital Admit Date
Hospital Admit Diagnosis (Primary)

Hospital Admit Diagnosis (Secondary)
Hospital Discharge Date
Hospital Discharge Diagnosis (Primary, DX1)
Hospital Discharge Diagnosis (Secondary, DX2-DX10)
Hospital Disposition (e.g. to home, etc.)
Hospital Name
Lab: Result Status
Lab: Specimen Type
Lab: Tests
Lab: Values/Results
Last date of service
Medi-Cal Member ID/CIN
Medication date (includes physician administered drugs)
Medication name (includes physician administered drugs)
Member Cell Phone
Member City
Member Date of Birth
Member Email Address
Member First Name
Member Gender
Member Gender Code
Member Guardian or Conservator First Name
Member Guardian or Conservator Last Name
Member Guardian or Conservator Phone Number
Member Home Phone
Member Homelessness Indicator
Member Last Name
Member Notified of Referral Loop Closure
Member Preferred Language (Spoken)
Member Preferred Language (Written)
Member Primary Phone Number
Member Race or Ethnicity Code
Member Residence Address 1
Member Residence Address 2
Member Residential Address
Member Self/Family Referral
Member State
Member Work Phone
Member ZIP Code
Mental/Cognitive Status
Place of Service

Practitioner Name/Attending Practitioner
Pregnancy Status
Provider Address 1
Provider Address 2
Provider City
Provider Identifier (other)
Provider Name
Provider Number (National Provider Identifier (NPI))
Provider Phone #
Provider State
Provider Taxonomy
Provider ZIP code
Reason for Referral Loop Closure
Referral Authorization Status
Referral Status
Referred Service
Referring Individual Email Address
Referring Individual First Name
Referring Individual Last Name
Referring Individual Phone Number
Referring Organization Name
Referring Organization National Provider Identifier (NPI)
Rx: Days Supply
Rx: National Drug Code (NDC) (or equivalent)
Rx: Prescriber clinic / organization
Rx: Prescriber name
Rx: Prescriber National Provider Identifier (NPI)
Rx: Prescription Prescribed Date
Rx: Prescription Filled Date
Rx: Quantity dispensed
Service/Rendering Provider
Servicing Provider Email Address
Servicing Provider First Name
Servicing Provider Last Name
Servicing Provider Organization Name
Servicing Provider Organization National Provider Identifier (NPI) (if applicable)
Servicing Provider Phone Number
Smoking Status