

**Memorandum of Understanding
between
San Mateo Health Commission d/b/a Health Plan of San Mateo
and San Mateo County Behavioral Health & Recovery Services DMC-ODS**

This Memorandum of Understanding (“MOU”) is entered into by and between San Mateo Health Commission d/b/a Health Plan of San Mateo (“MCP”) and Behavioral Health & Recovery Services (“DMC- ODS”), effective as of 11/01/2024 (“Effective Date”). 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 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 SUD services in a coordinated manner and 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 DMC-ODS and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

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

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

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

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three years, automatically renewing annually thereafter or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by 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 23-001, 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.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers and other providers of carve-out programs, services, and benefits.

b. Oversight Responsibility. The Health Plan of San Mateo Behavioral Health Director, 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 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 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 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-DMC-ODS Liaison, the point of contact and liaison with DMC-ODS. The MCP-DMC-ODS Liaison is listed in Exhibit A of this MOU. MCP must notify DMC-ODS of any changes to the MCP-DMC-ODS Liaison in writing as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five 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. DMC-ODS Obligations.

a. Provision of DMC-ODS Services. DMC-ODS is responsible for providing or arranging covered SUD services.

b. Oversight Responsibility. The BHRS Assistant Director, the designated DMC-ODS Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing DMC-ODS's compliance with this MOU. The DMC-ODS Responsible Person serves, or may designate a person to serve, as the designated DMC-ODS Liaison, the point of contact and liaison with MCP. The DMC-ODS Liaison is listed on Exhibit B of this MOU. The DMC-ODS Liaison may be the same person as the DMC-ODS Responsible Person. DMC-ODS must notify MCP of changes to the DMC-ODS Liaison as soon as reasonably practical but no later than the date of change. The DMC-ODS Responsible Person must:

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

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

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

iv. Ensure the appropriate levels of 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 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 DMC-ODS, and reporting to the DMC-ODS Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** 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 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 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 DMC-ODS services to their contracted providers.

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

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

7. Screening, Assessment, and Referrals.

a. 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 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;

b. 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 services.

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. 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 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 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 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;

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

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

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

5. A process for how MCP and DMC-ODS will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of 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 24/7 emergency access to Covered Services and carved-out services.

v. Transitional Care.

1. The Parties must establish policies and procedures and develop a process describing how MCP and 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 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 for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS is the primary payer, DMC-ODS is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,³ including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC-ODS in accordance with Section 11(a)(iii) of this MOU;

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>

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 county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.⁴

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 services;

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

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

vii. **Enhanced Care Management.**

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 a DMC-ODS Provider as the ECM Provider if the Member receives 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; and

b. That the Parties implement a process for DMC-ODS 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 care coordination. Members receiving DMC-ODS care coordination can also be eligible for and receive ECM.

⁴ CalAIM Population Health Management Policy Guide available at <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>.

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

viii. 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 DMC-ODS protocols;

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

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

ix. Prescription Drugs. 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.

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 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 DMC-ODS Intergovernmental Agreement, and this MOU.

c. The Parties each must invite the other Party’s Responsible Person 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, at meetings or engagements to which MCP is invited by DMC-ODS, such as local county meetings, local community forums, and DMC-ODS engagements, to collaborate with DMC-ODS in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of

services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data 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 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.⁵

a. **Data Exchange.** Except where prohibited by law or regulation, MCP 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; 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 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. 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 DMC-ODS Provider is serving as an ECM Provider;
- ii. A process for DMC-ODS to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;
- iii. A process for DMC-ODS to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC-ODS (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data.

⁵ 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>

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., DMC-ODS alerts MCP of uses of SUD crisis intervention); and

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

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

c. Interoperability. MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP 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'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. 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 DMC-ODS must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. 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.

c. 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.

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 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.

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.

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

14. General.

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

b. **Documentation Requirements.** MCP and DMC-ODS must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and 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 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 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 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, DMC-OS Intergovernmental Agreement, any subsequently issued superseding APL, 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 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 DMC-ODS nor MCP, nor any of their respective contractors, employees, agents, or

representatives, is construed to be the contractor, employee, agent, or representative of the other.

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

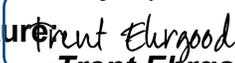
j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

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

MCP
San Mateo Health Commission
d/b/a Health Plan of San Mateo

DMC-ODS
Behavioral Health and Recovery
Services

DocuSigned by:
Signature: 
Name: **Trent Elrgood**
Title: **Chief Financial Officer**
Notice Address:
801 Gateway Blvd. Suite 100
South San Francisco CA 94080

10/9/2024 | 5:40:22 PM PDT

Signed by:
Signature: 
Name: **Jai Africa**
Title: **Director, BHRS**
Notice Address:
2000 Alameda de las Pulgas
San Mateo, CA 94403

Exhibits A and B

[Placeholder for exhibits to contain MCP-DMC-ODS and DMC-ODS Liaisons as referenced in Sections 4.b. and 5.b of this MOU]

Exhibit A

1. The MCP Responsible Person is the Health Plan of San Mateo Behavioral Health Director.
2. The MHP Responsible Person is the Behavioral Health & Recovery Services Assistant Director.

Exhibit B

1. MCP-DMC-ODS Liaison is the Health Plan of San Mateo Behavioral Health Director.
2. DMC ODS Liaison is the Behavioral Health & Recovery Services Deputy Director for Alcohol & Other Drug Services.

Exhibit C
Data Elements

BAA - Business Associates Agreement
Qualified Service Organization
Agreement

Call Center	Monthly Call Center Statistics “Call Center Analysis (with graphs)”	Monthly
G&A	BHRS_24Grv report	Monthly (if applicable)
Referral Tracking	Referral Reporting “Call Center Report” from Chad”	Quarterly
Referral Tracking	HPSM to develop report for all members screened as NSMH	Monthly
Eating disorder Data	Annual Exchange and review of service and cost information bi-directional	
Encounter Data for Quality Monitoring	BHRS to HPSM, BHRS needs HPSM data (for Comprehensive Data review- HEDIS)	
Referral tracking, Care coordination	HPSM has access to BHRS’s EHR/Avatar in order to coordinate services	
DMC ODS members	Monthly report of DMC ODS members open episodes to the extent allowable by law.	



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: April 29, 2014
Board Meeting Date: June 17, 2014
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services
Subject: Data Use Agreement with Health Plan of San Mateo

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Health Plan of San Mateo for mental health and substance abuse data sharing for the term of July 1, 2014 through June 30, 2015. There is no funding associated with this agreement.

BACKGROUND:

Health Plan of San Mateo (HPSM) and Behavioral Health and Recovery Services (BHRS) collaborate routinely on system design and improvement initiatives in order to benefit beneficiaries they both serve. HPSM has the capacity to do predictive modeling, data analysis for quality improvement purposes, program planning and evaluation, financial analysis, and reporting, all of which are also beneficial to BHRS in its planning efforts.

The Center for Medicare and Medicaid Services and the State Department of Health Care Services both require HPSM and BHRS to conduct quality management activities for a broad range of behavioral health and substance use disorder services among their clients. Without comprehensive information about shared clients, HPSM and BHRS's quality management effectiveness is limited. Under federal law protecting patient confidentiality for treatment of substance use disorders, HPSM cannot integrate BHRS data into its analyses and provide the results to BHRS without putting in place a data use agreement to be a Qualified Service Organization (QSO) for BHRS.

DISCUSSION:

BHRS is requesting to enter into a data use agreement with HPSM for the provision of mental health and substance abuse data sharing, which will enable HPSM to provide QSO services for BHRS. Although the initial period for this agreement will be July 1,

2014 through June 30, 2015, the agreement will automatically renew for successive twelve (12) month periods with the same terms and conditions.

Through this agreement, HPSM and BHRS will be able to plan for programming and services that improve quality of care for beneficiaries they both serve. Analyses conducted by HPSM will contain medical, mental health, and substance use disorder utilization data for all clients; both the data sharing and associated reporting can be provided without jeopardizing patient confidentiality under the provisions of this agreement.

The agreement and Resolution have been reviewed and approved by County Counsel as to form. The contractor insurance certification requirements were waived by Risk Management.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing HPSM and BHRS more complete and accurate information regarding the chronic disease, mental health and substance use disorders their beneficiaries' experience. It is anticipated that 90% of the reports provided as a result of this data sharing will be completed by the scheduled due date.

PERFORMANCE MEASURE(S):

Measure	FY 2013-14 Estimated*	FY 2014-15 Projected
Percentage of reports completed by scheduled due date.	NA*	90%

*There is no data available for FY 2013-14.

FISCAL IMPACT:

The term of the agreement is July 1, 2014 through June 30, 2015. Because no funding is associated with this agreement, there is no Net County Cost.

RESOLUTION NO. 073234

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH HEALTH PLAN OF SAN MATEO FOR MENTAL HEALTH AND SUBSTANCE ABUSE DATA SHARING FOR THE TERM OF JULY 1, 2014 THROUGH JUNE 30, 2015. THERE IS NO FUNDING ASSOCIATED WITH THIS AGREEMENT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby the Health Plan of San Mateo shall deliver qualified service organization services to Behavioral Health and Recovery Services for the provision of mental health and substance abuse data sharing, for the period July 1, 2014, through June 30, 2014 ; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is authorized to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

Regularly passed and adopted this 17th day of June 2014.

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

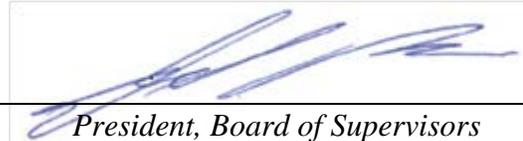
NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



*Rebecca Romero, Deputy
Clerk of the Board of Supervisors*

**MENTAL HEALTH AND SUBSTANCE ABUSE
QUALIFIED SERVICE ORGANIZATION DATA USE AGREEMENT FOR
HEALTH PLAN OF SAN MATEO AND THE COUNTY OF SAN MATEO HEALTH SYSTEM/
BEHAVIORAL HEALTH AND RECOVERY SERVICES**

This QUALIFIED SERVICE ORGANIZATION DATA USE AGREEMENT (hereinafter referred to as the "Agreement") is entered into between the San Mateo Health Commission (hereinafter referred to as "HPSM") and the County of San Mateo Health System Behavioral Health and Recovery Services (BHRS) (hereinafter referred to as "BHRS").

RECITALS

It is desired that HPSM and BHRS work in a collaborative manner as part of any integrated program.

It is desired that HPSM and BHRS share mental health and substance abuse data to enable HPSM to provide Qualified Service Organization Services to BHRS that include predictive modeling, data analysis for quality improvement purposes and program planning, program evaluation, financial analyses, rate development, and reports to support BHRS internal, external and governmental aggregate reporting allowable under 42 C.F.R. Section 2.12 (c)(4) and 42 C.F.R. Section 2.11.

It is desired that data may be shared by different methods depending on the data type and the project impacted.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, HPSM and BHRS hereby agree as follows:

ARTICLE 1

Definitions

- 1.1 BHRS Database. The term "BHRS Database" shall mean the data repository containing electronic health information of BHRS patients maintained by BHRS.
- 1.2 Data Tunnel. The term "Data Tunnel" shall mean the secure method by which data is available for viewing purposes between HPSM and BHRS by use of a site-to-site VPN (virtual private network).
- 1.3 Data Work Group. The term "Data Work Group" shall mean the team of HPSM, BHRS and other County Health System members that focus on data issues.
- 1.4 Integrated Programs. The term "Integrated Programs" shall mean any of the integrated programs which result from a joint effort between HPSM and BHRS, including but not limited to the Medi-Cal program, CareAdvantage, the Cal MediConnect Coordinated Care Initiative for dual Medi-Cal Medicare beneficiaries.

- 1.5 Qualified Service Organization Services. An entity (HPSM) that (a) provides services to a program (BHRS) such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, medical, accounting, or other professional services, such as predictive modeling, data analysis for quality improvement purposes and program planning, program evaluation, financial analyses, rate development, and reports to support internal, external and governmental aggregate reporting allowable under 42 C.F.R. Section 2.12 (c)(4) and 42 C.F.R. Section 2.11.; and that (b) has entered into a written agreement with a program that: (1) Acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from the programs, it is fully bound by these regulations; and (2) If necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by these regulations.
- 1.6 Mental Health and Substance Abuse Data. Electronic health information of BHRS patients maintained in the BHRS Database including but not limited to patient identification information and service utilization. The exchange of Mental Health and Substance Abuse Data shall be permitted under the provisions of this Agreement.
- 1.7 Effective Date. The term “Effective Date” shall mean the date upon which this Agreement shall be effective. The Effective Date is July 1, 2014.
- 1.8 Annual Work Plan. The Assistant Director of BHRS and the Director of System Improvement for HPSM will establish and update an annual work plan that identifies the Qualified Service Organization projects. In the first year of this agreement, the Annual Work Plan will focus on identification and reporting back to BHRS the cohort of BHRS patients whose service utilization indicates a higher degree of care coordination may be beneficial to improving quality of care and patients’ health, mental health and substance use disorder outcomes.

ARTICLE 2

DUTIES TO BE PERFORMED BY HPSM

- 2.1 Qualified Service Organization Services. HPSM shall provide Qualified Service Organization Services to BHRS in conformance with 42 C.F.R. using data available in the BHRS Database and data available to HPSM for all its members. The Assistant Director of BHRS and the Director of System Improvement for HPSM will mutually agree what Qualified Service Organization projects will be carried out on a quarterly basis or more frequently, as needed as part of the Annual Work Plan. They may convene the Data Work Group to provide input and resolve questions related to these projects.
- 2.2 Data Matching. HPSM shall be responsible for developing an algorithm to ensure correct data/member matching when analyzing utilization of BHRS clients in other HPSM services.
- 2.3 Confidentiality. HPSM agrees to maintain the confidentiality of the information contained in the BHRS Database in accordance with the “Confidentiality of Medical Information Act”, Cal Civ. Code §56 et seq. with 42 CFR § 422.118 and HIPAA. HPSM agrees this includes but is not limited to:
- (a) using appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;

- (b) reporting to BHRS any use or disclosure of the protected information not provided for by this Agreement of which it becomes aware;
- (c) ensuring that no patient identifying information will be disclosed to a contract agent of HPSM unless necessary to provide Qualified Service Organization Services, and as long as the agent only discloses the information back to HPSM or to BHRS;
- (d) ensuring that any agent, including a subcontractor, to whom HPSM provides the protected information in the BHRS Database, agrees to the same restrictions and conditions that apply through this Agreement with respect to such information; and
- (e) documenting and reporting to BHRS disclosures of protected information, and information related to such disclosures, as would be required for BHRS to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

2.4 Health Insurance Portability and Accountability Act (HIPAA). All services to be performed by HPSM pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), and the Business Associate requirements set forth in Attachment A.

2.5 Access to BHRS Database. HPSM shall limit access to the BHRS Database by identified staff of HPSM involved in providing Qualified Service Organization services and County. HPSM shall provide a list of these personnel to BHRS.

2.6 Training. HPSM will be responsible for the training of staff on the access and use of the BHRS Database in compliance with 42 C.F.R. HPSM will maintain a record of training provided to staff.

2.7 Auditing. HPSM shall be responsible for auditing access to the BHRS Database to ensure the appropriateness of staff access.

ARTICLE 3

DUTIES TO BE PERFORMED BY BHRS

3.1 Maintenance of Data. BHRS shall maintain the BHRS Database and notify HPSM of changes that would impact its use.

3.2 Provision of Tunnel. BHRS shall provide tunnel access to identified HSPM staff for access to the BHRS Database deemed necessary for the provision of Qualified Service Organization services.

3.3 Training. BHRS shall provide initial training for the HPSM staff to be trained in the access, use and meaning of the BHRS Database and shall provide additional consultation as needed.

3.4 Auditing. BHRS periodically audit access to the BHRS Database by HPSM to ensure the appropriateness of staff access.

ARTICLE 4

DATA SHARING PROJECT COSTS

- 5.1 Cost of BHRS database . The costs of developing and maintaining the BHRS database shall be borne by BHRS.
- 5.2 Cost of Training. The costs of providing technical assistance to HPSM regarding the BHRS database shall be borne by BHRS. The costs of the development of the training program shall be borne by HPSM. Each organization is responsible for the costs of staff participation in the training program.
- 5.3 Cost of Tunnel. Each organization shall pay for its own costs related to the Tunnel.

ARTICLE 5

TERM AND TERMINATION

Term. The term of this Agreement shall commence on July 1, 2014, and shall terminate on July 31, 2015, and will automatically renew for successive twelve (12) month periods on the same terms and conditions (including subsequent amendments).

Termination Without Cause. BHRS or the HPSM may terminate this Agreement without cause upon providing the other party with sixty (60) days prior written notice.

Notwithstanding the other provisions of this paragraph, the HPSM may immediately suspend this Agreement pending completion of applicable termination procedures, if the HPSM makes a reasonable determination, supported by written findings, that the health and welfare of Members is jeopardized by continuation of the Agreement.

ARTICLE 6

GENERAL PROVISIONS

BHRS Indemnification. BHRS agrees to indemnify, defend and hold harmless the HPSM, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the BHRS's operations or its services hereunder. This provision is not intended to nor shall it be construed to require the BHRS to indemnify the HPSM for any HPSM liability independent of that of BHRS, nor to cause BHRS to be subject to any liability to any third party (either directly, or as an indemnitor of the HPSM or its agents, officers, and employees) in any case where BHRS liability would not otherwise exist. Rather, the purpose of this provision is to assure that the HPSM and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against the HPSM or such agents, officers, or employees resulting from the actions or other omissions of BHRS in connection with BHRS operations or its services under this Agreement.

Governing Law. This Agreement shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: 

President, Board of Supervisors, San Mateo County

Date: June 17, 2014

ATTEST:


By: _____
Clerk of Said Board

HEALTH PLAN OF SAN MATEO



Contractor's Signature

Date: 5.19.14

Resolution #073234