

INTERAGENCY SINGLE CASE MEMORANDUM OF UNDERSTANDING

BETWEEN

[INSERT COUNTY OF JURISDICTION]

AND

[INSERT COUNTY OF RESIDENCE]

FOR

**SPECIALTY MENTAL HEALTH SERVICES REQUIRED UNDER ASSEMBLY BILL
1051 AND WELFARE AND INSTITUTIONS CODE SECTION 14717.25**

This Interagency Single Case Memorandum of Understanding (“MOU”) is entered between the **[INSERT COUNTY OF JURISDICTION]**, a political subdivision of the State of California, as the County of Jurisdiction (hereafter “Payer”), and the **[INSERT COUNTY OF RESIDENCE]**, a political subdivision of the State of California, as the County of Residence (hereafter “Provider”), for the provision of Medi-Cal specialty mental health services (“SMHS”) to a member of Payer’s Mental Health Plan, **[INSERT NAME OF MEMBER; DATE OF BIRTH; AND MEDI-CAL #]** (hereafter “Member”), as required by Assembly Bill 1051 and Welfare and Institutions Code section 14717.25. Services under this MOU may be provided by Provider and/or a provider who has a direct contract with Provider.

WHEREAS, this MOU establishes the coordination of care and reimbursement process for Provider’s provision of medically necessary SMHS to Payer’s Member.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. TERM

The term of this MOU shall be from **[INSERT START DATE XX/XX/20XX]** to **[INSERT END DATE XX/XX/20XX]** unless earlier terminated in accordance with the provisions of this MOU.

II. SERVICES

Provider, directly and/or indirectly through a subcontracted provider, shall provide all medically necessary SMHS services and furnish all materials necessary to provide treatment to the Member. Authorized services include the following:

- A. Assessment;**
- B. Psychiatric Evaluations;**
- C. Plan Development;**

- D.** Rehabilitation Services, including Intensive Home-Based Services (“IHBS”) and Therapeutic Behavioral Services (“TBS”) Targeted Case Management, including Intensive Care Coordination;
- E.** Therapeutic Interventions (individual support, group and family therapy);
- F.** Psychiatric Services and related Medication Support Services;
- G.** Crisis Intervention and Stabilization; and
- H.** Peer Support Services.

III. PAYER RESPONSIBILITIES

To coordinate and facilitate services to Payer’s Member, Payer shall complete the following responsibilities:

- A.** Adhere to all provisions of law that address placement, notifications, payment provisions, and data reporting requirements, pursuant to Assembly Bill (“AB”) 1051.
- B.** Ensure Payer’s Point of Contact (“POC”) provides timely notice to Provider of a Payer’s Member requiring SMHS and provides all required Payer’s Member information needed to coordinate care.
- C.** Coordinate Payer’s Member SMHS needs with Provider. Payer will:
 - i. Communicate with Provider to determine that the Member’s symptoms continue to demonstrate the need for SMHS.
 - ii. Establish a communication routine so that any information related to the Member is conveyed between the Payer and Provider.
 - iii. Provide copies of the Member chart, including documentation, as requested.
 - iv. Participate in child and family team meetings with Provider within thirty (30) days prior to discharge or anytime services get adjusted or terminated.
 - v. Facilitate the transfer of Payer’s Member for any continued services after the completion of the approved treatment plan.
- D.** Coordinate with Provider in a timely manner if there are difficulties experienced with coordinating Payer’s Member continued care.

IV. PROVIDER RESPONSIBILITIES

To coordinate and facilitate services to Payer’s Member, Provider shall complete the following responsibilities:

- A.** Adhere to all provisions of law that address placement, notifications, invoicing/payment provisions, and data reporting requirements, pursuant to AB 1051.

- B.** Ensure Provider’s POC collaborates in a timely manner with Payer to arrange the administrative aspects of provision of SMHS in Provider’s facility.
- C.** Collect Payer’s Member information and SMHS service needs to facilitate billing and invoicing to Payer of SMHS for Payer’s Member.
- D.** Participate in child and family team meetings with Payer.
- E.** Coordinate with Payer in a timely manner if there are difficulties experienced with coordinating Payer’s Member continued care.

V. POINT OF CONTACT

The parties agree to appoint the following points of contact (“POC”) to coordinate service delivery for and facilitate clinical discussions about the Member:

Payer POC: [NAME OF POC], [CREDENTIALS]
 [TITLE]
 [NAME OF COUNTY OF JURISDICTION]
 [NAME OF DEPARTMENT]
 Phone Number: XXX-XXX-XXXX
 Email: xxxxx@xxx.xxx

Provider POC: [NAME OF POC], [CREDENTIALS]
 [TITLE]
 [NAME OF COUNTY OF RESIDENCE]
 [NAME OF DEPARTMENT]
 Phone Number: XXX-XXX-XXXX
 Email: xxxxx@xxx.xxx

VI. MAXIMUM CONTRACT AMOUNT

The maximum contract amount of this MOU shall not exceed \$75,000 unless increased in accordance with the provisions of this MOU.

VII. REIMBURSEMENT PROCESS

Payer shall reimburse Provider for the Medi-Cal SMHS billings provided for the costs of local match as indicated in the 835 file as Intergovernmental Transfer (“IGT”) and in accordance with the Medi-Cal Behavioral Health Specialty Mental Health Fees Schedule, effective July 1, 20XX. The current rates are located here: [Medi-Cal Behavioral Health Fee Schedules FY 20XX-XX](#).

The following information should be included in each reimbursement claim:

- A.** Name of Member;
- B.** Date of Service;
- C.** Procedure Name;

- D. Billing Codes (HCPC/CPT);
- E. Rendering Provider;
- F. Facility Name; and
- G. Claim Charge Details incl. Federal Funds and local IGT Match.

VIII. CLAIM PRACTICES

Provider may submit claims for services to Payer through the California Mental Health Services Authority (“CalMHSA”) Portal. If Provider does not utilize the CalMHSA Portal, then Provider would be responsible for the coordination of alternative invoicing arrangements with Payer. Alternatively, Provider may submit claims for services directly to Payer by mail or secure email as follows:

[NAME OF COUNTY OF JURISDICTION]
 Attn: [NAME OF DIVISION]
 [NAME OF DEPARTMENT]
 [ADDRESS]
 [CITY, CA ZIP CODE]
 [EMAIL ADDRESS]

Select One:

- Provider will submit claims through the CalMHSA Portal.
- Provider will submit claims by mail or secure email.

To provide timely reimbursement of services, Provider should submit claims for services on a quarterly basis, by no later than sixty (60) days following the end of the quarter. Payer will remit payment to Provider within sixty (60) days of receipt of a complete and correct invoice. Payer shall remit payment to:

[NAME OF COUNTY OF RESIDENCE]
 Attn: [NAME OF DIVISION]
 [NAME OF DEPARTMENT]
 [ADDRESS]
 [CITY, CA ZIP CODE]

Provider agrees, in no event, to bill, charge, collect a deposit, no-show fee, or reimbursement from the Member or have any recourse against the Member, or person acting on the Member’s behalf, for services provided pursuant to this MOU other than for Share of Cost Medi-Cal. Provider will not receive payment for Member no-show or denied claims. Claims should be in compliance with industry-standard billing and payment rules including, but not limited to, federal and state billing and payment rules.

IX. AUTHORIZATION FOR ADDITIONAL SERVICES OR TREATMENT

Provider acknowledges and agrees that any service outside of those enumerated in section II (Services) of this MOU or any treatment at a higher level of care require prior written authorization executed by the Director of the Department of [INSERT NAME OF DEPARTMENT] or designee of Payer. Provider requests for additional services or higher treatment, whether initial or renewal requests, shall be submitted to the Director of the Department of [INSERT NAME OF DEPARTMENT] or designee of Payer as follows: [INSERT THE INFORMATION]. Provider is encouraged to submit any renewal authorization requests for additional services or higher treatment thirty (30) days prior to the end of an authorization to avoid disruption in Member treatment.

Payer shall not be responsible for the reimbursement of any services provided outside of those enumerated in section II (Services) or for treatment at a higher level of care in the absence of or outside of the scope of the written authorization(s) executed by the Director of the Department of [INSERT NAME OF DEPARTMENT] or designee of Payer.

X. CONTINGENT FUNDING ADJUSTMENT

If actual service levels exceed the initial estimate, resulting in a need for additional funding beyond the total maximum contract amount of \$75,000 for more intensive treatment purposes, Payer may, in its sole discretion, authorize an increase in funding and a concomitant increase in the total maximum contract amount of this MOU, provided the increase in funding is within available appropriations, does not cause the total maximum contract amount of this MOU to exceed \$100,000, and is authorized in writing and executed by the Director of the Department of [INSERT NAME OF DEPARTMENT] or designee of Payer.

XI. CREDENTIALING AND RE-CREDENTIALING

Provider must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waived, and/or certified. Network providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal Health Care Programs, including Medicare or Medicaid/Medi-Cal, may not provide services under this MOU.

The uniform credentialing and re-credentialing requirements in the [Mental Health and Substance Use Disorders Services \(“MHSUDS”\) Information Notice \(“IN”\) No. 18-019](#) apply to all licensed, waived, or registered mental health providers and licensed substance use disorder services providers contracting with Payer to deliver Medi-Cal covered services.

XII. MEDI-CAL CERTIFICATION

Provider shall maintain Medi-Cal Certification with the contracted provider who contracts directly with Provider.

Provider shall ensure their Medi-Cal certified contracted provider complies with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this MOU. For

example, the storage and dispensing of medications on site shall comply with all applicable state and federal standards.

Provider shall notify Payer, Behavioral Health Plan Administration, Compliance Officer, and Quality Services Department in writing of anticipated changes at least sixty (60) days prior to any changes related to the contracted provider's Medi-Cal Certification. Such changes include, without limitation, a change to the subcontracted provider's Medi-Cal certification, including termination, and termination of the Provider's contract with subcontracted provider.

Provider is to notify Payer of any notifications or changes received from the Department of Health Care Services ("DHCS") related to the subcontracted providers' Medi-Cal certification.

Provider agrees to cooperate with Payer Quality Care Management staff and other representatives of Payer to permit access to subcontracted provider locations for any onsite visits to ensure compliance with applicable state and federal laws, rules, and regulations and Medi-Cal certification standards.

XIII. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

Provider and Payer will comply with all regulations for any release of information. Provider and Payer agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that Provider and Payer may perform their duties under law toward the Payer's Member and for the functions under this MOU. Provider and Payer will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable state and federal laws and regulations.

Provider and Payer acknowledge that each is a "Covered Entity," as defined in the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to HIPAA (the "Privacy Rule") with duties under those regulations and the authorizing statute.

XIV. UTILIZATION REVIEW

Provider agrees to cooperate with Payer's medical director, utilization review staff, and other representatives of Payer by timely and comprehensively responding to Provider's requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All documentation should have the name of the Member, date of service, units of service, procedure name, rendering provider, provider's National Provider Identifier ("NPI"), Current Procedural Terminology ("CPT") code, and/or other relevant billing codes. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. Provider is responsible for ongoing oversight and monitoring of contract providers including ensuring contract provider staff are properly credentialed per MHSUDS IN No. 18-019, as described in section XI (Credentialing and Re-Credentialing).

XV. DESIGNATED REPRESENTATIVE

Payer’s Director at phone number [INSERT PHONE NUMBER] is the authorized representative of Payer and will administer this MOU for and on behalf of Payer. Provider’s Director at phone number [INSERT PHONE NUMBER] is the authorized representative of Provider. Changes in designated representatives shall be made only after advance written notice to either party.

XVI. NOTICES

Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To Payer: Director
[NAME OF COUNTY OF JURISDICTION]
[NAME OF DEPARTMENT]
[ADDRESS]
[CITY, CA ZIP CODE]
Fax: [FAX NUMBER]

To Provider: Director
[NAME OF COUNTY OF RESIDENCE]
[NAME OF DEPARTMENT]
[ADDRESS]
[CITY, CA ZIP CODE]
Fax: [FAX NUMBER]

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

XVII. CONFLICT RESOLUTION

Any disputes between Provider and Payer will be brought to the attention of the Directors of Behavioral Health Provider and Payer, or their designees. The dispute shall be resolved by mutual agreement between the Directors of Behavioral Health Provider and Payer, or their designees, and the decision will be final.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall defend, indemnify, and hold harmless Payer and its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys’ fees, arising out of, resulting from, or in connection with the performance of this Agreement by Provider or Provider’s officers, employees, agents, representatives, or subcontractors (including contracted providers),

including, without limitation, those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

XIX. INSURANCE

Without limiting the indemnification of each party as stated herein, it is understood and agreed that Provider shall maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation, and employers' liability.

XX. COSTS, ATTORNEY'S FEES AND VENUE

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under this section. The venue of any action or claim brought by any party to the MOU will be the Superior Court of California in the Payer's County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the MOU is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California in the Payer's or Provider's County.

XXI. TERMINATION

Both parties reserve the right to terminate this MOU, with or without cause, upon providing thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date on which the termination shall become effective and be deemed served in compliance with the provisions specified in section XVI (Notices).

XXII. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXIII. AMENDMENTS

This MOU may be amended upon mutual agreement of Payer and Provider. Such modification shall be in writing and effective upon the execution of a written amendment to this MOU by Payer and Provider.

Notwithstanding the foregoing, the Payer may unilaterally amend this MOU in accordance with sections II (Services), IX (Authorization for Additional Services or Treatment), and X (Contingent Funding Adjustment) of this MOU. Such modification shall be in writing and effective upon the

execution of a written authorization by the Director of the [INSERT NAME OF DEPARTMENT] or designee of Payer.

XXIV. EXECUTION OF COUNTERPARTS

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

XXV. AUTHORITY

All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, Provider hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Provider is obligated, which breach would have a material effect hereon.

XXVI. SURVIVAL

All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

Memorandum of Understanding for specialty mental health services required under Assembly Bill 1051 and Welfare and Institutions Code section 14717.25 between the **[NAME OF COUNTY OF JURISDICTION]** and **[NAME OF COUNTY OF RESIDENCE]**.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the date executed by both parties.

COUNTY OF [NAME OF COUNTY OF JURISDICTION]:

COUNTY OF [NAME OF COUNTY OF RESIDENCE]:

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____