

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY, DBA CENCAL HEALTH (“MCP”) AND COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS (“MHP”) REGARDING IMPLEMENTATION OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) APL 22-003 AND BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN) 22-009 INVOLVING COMMON MEDI-CAL MEMBERS WITH EATING DISORDERS**

This Memorandum of Understanding (“MOU”) is entered into between MCP located at 4050 Calle Real, Santa Barbara, CA 93110, and MHP located at 315 Camino del Remedio, Santa Barbara, CA 93110, to memorialize MCP’s and MHP’s individual and shared responsibilities as directed by DHCS pursuant to APL 22-003, dated March 17, 2022 (applicable to MCP) and BHIN 22-009, dated March 16, 2022 (applicable to MHP). MCP and MHP each may be referred to herein as “Party” or together as “Parties”. This MOU is effective as of July 1, 2022 (“Effective Date”).

WHEREAS pursuant to APL 22-003 and BHIN 22-009, MCP and MHP share a joint responsibility to provide medically necessary services to Medi-Cal beneficiaries with eating disorders.

WHEREAS MCP is responsible for the physical health components of eating disorder treatment and Non-Specialty Mental Health Services (NSMHS), and MHP is responsible for Specialty Mental Health Services (SMHS).

WHEREAS MCP is contractually responsible to DHCS for providing Comprehensive Medical Case Management Services, including coordination of care, to ensure the provision of all medically necessary services, whether those services are delivered within or outside of the MCP’s provider network.

THEREFORE, the Parties enter into this MOU to memorialize their joint and respective responsibilities and collaboration to provide medically necessary services to common Medi-Cal members with eating disorders.

Term Period

This MOU runs from the Effective Date through December 31, 2023, unless terminated earlier for any reasons by either Party providing the other Party with a 60-day prior written notice of termination, addressed and sent to the persons whose signatures and addresses appear in the MOU.

The Parties’ Responsibilities

MCP’s Responsibilities

1. MCP shall provide 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. MCP shall provide or arrange for NSMHS for members requiring these services.
2. MCP shall cover and pay for emergency room professional services as described in Title 22, California Code of Regulations Section 53855, which includes 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 any

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.

3. For partial hospitalization, MCP shall be responsible for the medically necessary physical health components.

#### MHP's Responsibilities

1. MHP shall provide, or arrange and pay for, medically necessary psychiatric inpatient hospitalization and outpatient SMHS.
2. For partial hospitalization and residential eating disorder programs, MHP shall be responsible for the medically necessary SMHS components.

#### Mutually Shared Responsibilities

1. The Parties shall work together to develop and agree on a process to notify each other of admissions, denial, and discharges for residential and partial hospitalization treatment.
2. The Parties shall work together to develop a mutually agreed upon process to exchange information related to member care and discharge planning.
3. The Parties shall work together to develop a process to discuss disagreements with care determinations made by each Party before proceeding with the dispute resolution process.
4. Each Party is responsible to provide services necessary to correct or ameliorate eating disorders for members under the age of 21, whether or not the service is generally only available to adults 21 and up.
5. MCP and MHP shall follow the dispute resolution process contained in DHCS APL 21-013 and BHIN 21-034, respectively, should they be unable to resolve any dispute which arises between them.
6. Each Party shall ensure that its subcontractors and network providers comply with all applicable state and federal laws and regulations, contract requirements and other DHCS guidance, including APLs, Policy Letters and BHINs. These requirements shall be communicated by each Party to all of its subcontractors and network providers.

#### Clinical Details

1. The Parties shall work collaboratively to develop and agree on a process to notify each other of admissions, denial, and discharges for residential and partial hospitalization treatment.
2. The Parties shall work together to develop a mutually agreed upon process to exchange information related to member care and discharge planning.
3. The Parties shall work together to develop a process to discuss disagreements with care determinations made by MCP before proceeding with the dispute resolution process.
4. The Parties shall work together to develop a method to transmit eating disorder requests in order to ensure compliance with timely notification and response within a five (5) calendar day timeframe.
5. MCP shall not delay its responsibility to provide case management, care coordination, and coverage of medically necessary physical health services pending the resolution of any dispute between the parties.

6. MCP shall work with its specialized eating disorder treatment providers to ensure that MHP can assess members approved for eating disorder services and that MHP can enroll members in appropriate SMHS programs. MCP shall maintain communication and contact with members while they are in treatment and to secure regular updates on the member's treatment throughout the course of treatment through discharge planning.
7. MCP shall make itself available as soon as possible, but no later than five (5) business days, after MHP notifies MCP of MHP's disagreement with the national care guidelines' recommended level of care so that the Parties may problem solve.
8. Should a MCP's provider prohibit or obstruct MHP from engaging with the member, MCP shall act as a liaison between such provider and MHP to ensure an open channel of communication between MHP and the member.
9. MHP shall notify MCP of any MCP members which MHP identifies as having a severe eating disorder by submitting to MCP an authorization request form for treatment along with all relevant supporting documentation prior to initiation of care by MHP. This requirement shall not apply to admissions that pre-date signature of this MOU.
10. MHP shall provide MCP verbal notification within 48 hours (excluding weekends and holidays) if MHP disagrees with the national care guidelines' recommended level of treatment. MHP shall also provide MCP within five (5) business days with MHP's reasoning for its disagreement.
11. MHP shall assess every member approved for specialized eating disorder treatment services, enroll the member in appropriate specialty mental health services, and maintain contact with the member and the member's provider to ensure coordination of case management and outpatient care coordination services.
12. MHP will conduct concurrent review for each residential treatment stay. Concurrent review of treatment authorizations will occur following the first day of admission to a facility through discharge.

#### Invoice and Payment

For partial hospitalization and residential eating disorder programs in which MHP is responsible for the medically necessary SMHS components and MCP is responsible for the medically necessary physical health components, the Parties agree to split the costs 50/50, with MHP submitting to MCP an invoice of the total costs of such services within 90 days after the close of each quarter.

MHP shall submit all invoices for residential treatment and partial hospitalization to MCP at a MCP designated email along with the following information: member's name, date of birth, date of admission, date of discharge, complete single case agreement contract, and invoice from the provider (with information regarding the member's name, date of birth and service rendered). Should the MCP hold a direct contract for partial hospitalization and residential eating disorder services, the MCP will submit invoices to the MHP in accordance with the above terms, following the same invoicing guidelines.

Should MCP engage in a direct contracting relationship with providers, MCP will be responsible for establishing such contracts detailing payment mechanisms with such providers. Should MHP engage in a direct contracting relationship with providers, MHP will be responsible for detailing payment mechanisms in MHP's contracts with such providers.

Payment shall be received within 60 days after receipt of invoice.

Entire Agreement and Amendment

This MOU contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended, or modified only by an instrument in writing, executed by the Parties to this MOU, and by no other means.

Execution of Counterparts

This MOU may be executed in any number of counterparts. Each such counterpart 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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date set forth above.

**SANTA BARBARA SAN LUIS OBISPO  
REGIONAL HEALTH AUTHORITY, DBA  
CENCAL HEALTH**

DocuSigned by:  
*Marina Owen*  
951BF20CFC044E0...  
Signature: Marina Owen  
Name: Marina Owen  
Title: Chief Executive Officer  
Date: 1/10/2023

**COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS**

DocuSigned by:  
*Antonette "Toni" Navarro*  
2095C5A16FE1474...  
Signature: Antonette "Toni" Navarro  
Name: Antonette "Toni" Navarro  
Title: Director  
Date: 1/9/2023