

MEMORANDUM OF UNDERSTANDING

BETWEEN

Santa Barbara San Luis Obispo Regional Health Authority, a body corporate and politic, dba CenCal

Health (CenCal Health)

AND

County of Santa Barbara, Public Health Department (County)

FOR THE

California Children’s Services (CCS) WHOLE CHILD MODEL PROGRAM

I. BACKGROUND

The California Children’s Services (CCS) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. The CCS Program is administered as a partnership between county health departments, the California Department of Health Care Services (DHCS), and some County Organized Health Systems (COHS) health plans. Health and Safety Code, Section 123800 et seq. is the enabling statute for the CCS Program. The explicit legislative intent of the CCS Program is to provide medically necessary services for children with CCS-eligible conditions. The statute also requires that DHCS and the county CCS Programs seek eligible children by cooperating with local public or private agencies and providers of medical care to enroll eligible children.

Senate Bill (SB) 586 Chapter 625 Statute of 2016 authorizes DHCS to establish the Whole Child Model (WCM) in all COHS counties, except Ventura County, to incorporate CCS covered services for the Medi-Cal eligible CCS children and youth into a Medi-Cal managed care health plan (MCP) contract. (Welf. & Inst. § 14094.4 et seq.) Additionally, under the WCM, some CCS administrative functions that are currently the responsibility of the county CCS Programs will move to the WCM MCP.

The CCS Program covered medical conditions are outlined and authorized in Title XXII, Section 41401 - 41518.9, for beneficiaries¹ who have these covered conditions. These regulations are further clarified by CCS Numbered Letters (NLs) located on the CCS website at www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx.

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the County and CenCal Health is to identify each party’s responsibilities and obligations to each other in accordance with and based on Health and Safety Code, Section 123800 et seq., statutory requirements related to administration of the

¹ The term “beneficiary” or “beneficiaries” as used in this MOU shall mean an individual residing in Santa Barbara County eligible for Medi-Cal and is enrolled with CenCal Health to receive Medi-Cal services and benefits.

CCS Program by the County's and CenCal Health's respective current contract with DHCS. This MOU explains how the County and CenCal Health shall coordinate care, conduct administrative activities and information exchange activities required for the effective and seamless delivery of services to CCS WCM beneficiaries in Santa Barbara County.

The County CCS Program will retain all administrative responsibilities of case management, care coordination, provider referral, and service authorization functions of the County CCS Program as it pertains to CCS State-only children or children not actively enrolled in a COHS plan.

III. TERM

This MOU is effective from July 1, 2018. DHCS reviewed and provided final approval prior to the signing of the MOU. The MOU shall be automatically renewed on July 1 of each year for subsequent one (1) year terms, unless amended as hereinafter provided or terminated consistent with applicable law.

IV. CONFIDENTIALITY

All responsibilities and information shared by the County and CenCal Health in the provision of services for CCS WCM beneficiaries and under this MOU, shall adhere to all applicable Federal, State and/or local laws and regulations relating to confidentiality.

V. LIABILITY AND INDEMNITY

County and CenCal Health shall not be liable to third parties for any act or omission of the other party. Each party shall be solely liable for negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either the County or CenCal Health becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

VI. RECORDS, AUDITS & INSPECTIONS

County and CenCal Health shall at any time, upon reasonable notice during business hours, and as necessary, make all of its records and data with respect to the matters covered by this MOU and the CCS Program available for examination by the other, Local, State, or Federal authorities, pursuant to applicable State or Federal law or regulation.

VII. CENCAL HEALTH AND COUNTY COORDINATION

CenCal Health and the County shall establish a quarterly meeting to assist with the overall coordination by updating policies, procedures, and protocols, as appropriate, and to discuss activities related to this MOU and other related matters.

VIII. SCOPE OF RESPONSIBILITIES

The table below identifies the roles and responsibilities of each party as they relate to providing health care services to CCS beneficiaries including Eligibility and Enrollment services, Case Management services, Continuity of Care services, CCS Advisory Committees, Data and Information Sharing, Dispute

Resolution, Neonatal Intensive Care Unit (NICU) services and Quality Assurance and Monitoring. Not all CCS applicable regulations are listed in the table below.

A. Beneficiary Eligibility and Enrollment (Case Identification and Referral)	
CenCal Health	County
<p>1. CenCal Health shall provide available documentation, medical records/case notes/reports, such as prescription history and special care center (SCC) reports to the County to assist with medical eligibility determination.</p> <p>2. All potential CCS eligible beneficiaries identified by CenCal Health shall be referred to the County. Additionally, potential CCS eligible beneficiaries identified by CenCal Health’s authorized providers may be referred to the County as appropriate.</p> <p>3. CenCal Health shall strive to inform the beneficiary and the family (or designated legal caregiver) within 30 days, but no later than 90 days, from referral to the County, of such referral and of the availability of the medical care related to the CCS eligible condition.</p> <p>4. CenCal Health shall ensure that appropriate staff has access to the CMSNet Provider Electronic Data Interchange System (PEDI) to view the status of CCS-eligible beneficiary data.</p> <p>5. CenCal Health shall provide medical records in its possession to the County for annual medical review of CCS program eligibility.</p> <p>6. CenCal Health shall provide notification and necessary documentation to the County to assist with transition from managed care to CCS-State only when CenCal Health becomes aware the beneficiary has lost CenCal coverage.</p> <p>7. CenCal Health shall provide notification to the County when CenCal Health becomes aware the beneficiary has moved out of the county.</p>	<p>1. The County shall determine medical, financial, and residential eligibility, initially and on an annual basis, for a CCS eligible condition based on evaluation of provided documentation.</p> <p>2. The County shall inform the child and their family (or designated legal caregiver) of the CCS Program eligibility determination.</p> <p>3. The County shall inform the child determined to be ineligible and their family (or designated legal caregiver) of the CCS Program eligibility appeal process.</p> <p>4. The County shall communicate to CenCal Health the CCS Program eligibility determination.</p> <p>5. The County is responsible to attempt to obtain any additional information required (e.g. medical reports) to make a program eligibility determination.</p> <p>6. The County shall provide notification to CenCal Health when County becomes aware the beneficiary has moved out of Santa Barbara County.</p>

A. Beneficiary Eligibility and Enrollment (Case Identification and Referral)	
CenCal Health	County
8. CenCal Health shall provide notification to the County when CenCal Health becomes aware the beneficiary has lost Medi-Cal eligibility and the case will be transferred to the County.	
B. Case Management (Care Coordination)	
CenCal Health	County
<p>1. CenCal Health shall provide case management services for CCS eligible conditions, coordinate benefits, and authorize services according to state regulations and guidelines.</p> <p>2. CenCal Health shall authorize services based on medical necessity and/or evidence based guidelines, including durable medical equipment (DME).</p> <p>3. CenCal Health shall inform beneficiaries of the availability of the CCS Program and benefits as needed.</p> <p>4. CenCal Health shall authorize a CCS paneled provider or center to treat and manage the CCS-eligible condition.</p> <p>5. CenCal Health shall, as part of its provider education strategy, educate local providers about the local CCS Program and the ways that the Primary Care Provider (PCP) can assist with integration of CCS authorized services.</p> <p>6. CenCal Health shall ensure that CCS eligible beneficiaries receive all medically necessary pediatric preventive services, including immunizations unless determined to be medically contraindicated.</p> <p>7. CenCal Health shall ensure access or arrange for the provision of High-Risk Infant Follow-up (HRIF), case management services.</p>	<p>1. The County CCS Administrator or designee shall request to meet and maintain communication with the CenCal Health liaison identified herein, or the CenCal Health Director of Health Services regarding beneficiaries, as often as necessary.</p> <p>2. The County CCS Medical Therapy Program (MTP) shall remain responsible for the provision of medically necessary occupational and physical therapy services and durable medical equipment (DME) prescribed by the County CCS Medical Therapy Unit (MTU) Conference Team Physician or the CCS-paneled physician who is providing the medical direction for occupational and physical therapy services.</p> <p>3. Upon notification a CCS child has lost Medi-Cal coverage, the County shall ensure the coordination of High Risk Infant Follow-Up (HRIF) outpatient diagnostic services.</p> <p>4. The County shall regularly communicate, and share information via telephone and/or case management notes, written or electronic, with CenCal Health to facilitate the care of CCS children and young adults who require services from both entities.</p>

A. Beneficiary Eligibility and Enrollment (Case Identification and Referral)

CenCal Health	County
<p>8. CenCal Health shall notify the County of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services when CenCal Health becomes aware.</p> <p>9. CenCal Health shall develop and implement policies and procedures (P&Ps) that specify coordination activities and communication requirements among PCPs, specialty providers, hospitals, and the CCS Program case manager(s).</p> <p>10. CenCal Health shall ensure families have ongoing information, education, and support regarding:</p> <ul style="list-style-type: none">• How to request continuity of care for pharmacy, specialized durable medical equipment, and health care providers• How to request Maintenance and Transportation• How to request assistance with Transition to Adult Care• Referrals to community resources• The child’s and family’s role in the individual care process• The availability of mental health services• Any other services that might be available <p>11. CenCal Health shall regularly communicate, share information via telephone and/or case management notes, written or electronic, with the County to facilitate the care of CCS children and young adults who require services from both entities.</p> <p>12. The CenCal Health shall determine which staff will be appropriate to meet, at a minimum quarterly or as often as necessary, and maintain communication with the appointed CCS liaison or CCS Administrator.</p> <p>13. CenCal Health shall coordinate with the local CCS MTU to ensure appropriate access to MTP services.</p>	

A. Beneficiary Eligibility and Enrollment (Case Identification and Referral)	
CenCal Health	County
<p>14. CenCal Health, when feasible and at CenCal’s sole expense, may assign a liaison to participate in the County’s medical therapy conference in order to facilitate care coordination and authorization of services including DME and supplies.</p> <p>15. CenCal Health will inform the County if and when CenCal Health becomes aware that a treatment authorization for service will result in the beneficiary missing a scheduled participation in MTU services (treatment authorizations such as for surgeries and specialized procedures, including those authorizations that are not related to the CCS eligible conditions).</p>	

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)	
CenCal Health	County
<p>1. CenCal Health shall create and maintain a Clinical Advisory Committee composed of:</p> <ul style="list-style-type: none"> • CenCal Health chief medical officer or designee; • County CCS medical director or designee, • Other identified community members as needed on a permanent or ad-hoc basis, and • At least four CCS-paneled providers • Clinical Advisory Committee shall meet as often as needed <p>2. CenCal Health shall establish a Family Advisory Committee (FAC). The FAC shall ensure meaningful engagement of a diverse group of families that represent a range of:</p> <ul style="list-style-type: none"> • CCS-eligible conditions, disabilities, and demographics • Local family support providers, including, but not limited to, the parent centers, such as family resource centers, family empowerment centers, 	<p>1. The County CCS Program medical director and/or designee(s) shall actively participate in the CenCal Health CCS Clinical Advisory Committee by attending meetings, engaging in discussion, offering feedback and recommendations, etc.</p> <p>2. County will provide a representative to participate in the FAC.</p> <p>3. County will assist CenCal Health in recruiting families and members of family advocacy groups for the FAC.</p>

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)

CenCal Health	County
<ul style="list-style-type: none"> • Parent training and information centers, that support families in the county • Appropriate plan leadership/staff • County CCS representative(s) • CCS provider representatives • FAC shall meet as often as needed <p>3. CenCal Health will work with County CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC.</p> <p>4. CenCal Health will work with CCS families to ensure they understand the FAC’s role and their role as members of the FAC.</p> <p>5. CenCal Health may provide a reasonable per diem payment to enable in-person participation in the advisory committee.</p> <p>6. Attendance at the FAC by video teleconferencing is permissible.</p>	

D. Continuity of Care

CenCal Health	County

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CenCal Health	County
<p>1. CenCal Health shall ensure each beneficiary is allowed to continue to receive case management and care coordination from his or her public health nurse (PHN), if their PHN is available, upon request.</p> <p>2. CenCal Health shall establish and maintain a process by which a beneficiary may maintain access to navigating a health plan, rights to appeal any service denials, request continuity of care for pharmacy, health care providers and specialized or customized durable medical equipment providers for up to 12 months from when the beneficiary’s case management and care is transitioned to CenCal Health.</p> <p>3. CenCal Health shall ensure families have ongoing information, education, and support regarding the rights to appeal any service denials including the right to appeal a denial of Continuity of Care (COC) beyond 12 months to the DHCS director.</p> <p>4. If a CCS beneficiary has established care with a provider prior to WCM and if that provider is not contracted with CenCal Health, CenCal Health will attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year.</p>	<p>1. The County shall respond to CenCal Health regarding a beneficiary’s request to continue working with his or her PHN within 15 working days.</p> <p>2. In the event a PHN is no longer available, the County shall provide reasonable notice to CenCal Health of the PHN’s last day in the CCS Program.</p> <p>3. Continuity of care coordination and case management will be fulfilled through the same County system in use for children not assigned to CenCal Health.</p> <p>4. County shall provide information to CenCal Health on active CCS beneficiary cases.</p>

E. Data and Information Sharing (HIPAA/Medical Records Sharing)

CenCal Health	County
<p>1. CenCal Health shall ensure any subcontractors that create, receive, maintain, or transmit protected health information on behalf of CenCal Health agree to the same confidentiality restrictions, conditions, and requirements that apply to CenCal Health.</p> <p>2. CenCal Health shall, in collaboration with the County, develop and mutually agree to policies and procedures (P&Ps) on sharing information, including but not limited to, establishing secure methods of exchanging data electronically and complying with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) requirements. These P&Ps shall be attached to this MOU within 90-days of its execution.</p>	<p>1. The County shall ensure any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the County agree to the same confidentiality restrictions, conditions, and requirements that apply to the County CCS Program.</p> <p>2. The County shall, in collaboration with CenCal Health, develop and mutually agree to policies and procedures (P&Ps) on sharing information, including but not limited to, establishing secure methods of exchanging data electronically and complying with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) requirements. These policies and procedures shall be attached to this MOU within 90-days of its execution.</p>

F. Non-Binding Dispute Resolution

CenCal Health	County
<p>1. Should the parties disagree over any interpretation or compliance with this MOU, the parties shall participate in a dispute resolution process.</p> <p>2. Either party may notify, in email or other written communication, of its disagreement with the other. A notice to the other party shall include a copy to the other party's Chief Medical Officer (CMO) (or designee) and medical director.</p> <p>3. Within five business days, the receiver of the written disagreement shall respond by similar email or other written form; also copying the clinical leadership of the other party.</p> <p>4. Upon receipt, the original party shall either concur with the other party's response or, within</p>	<p>1. Should the parties disagree over any interpretation or compliance with this MOU, the parties shall participate in a dispute resolution process.</p> <p>2. Either party may notify, in email or other written communication, of its disagreement with the other. A notice to the other party shall include a copy to the other party's CMO (or designee) and medical director.</p> <p>3. Within five business days, the receiver of the written disagreement shall respond by similar email or other written form; also copying the clinical leadership of the other party.</p> <p>4. Upon receipt, the original party shall either concur with the other party's response or, within</p>

F. Non-Binding Dispute Resolution

CenCal Health	County
<p>five business days, request a formal meeting of each parties appropriate staff, appropriate executive leadership (such as COO or CMO, deputy director or department director) and clinical staff.</p> <p>5. CenCal Health shall designate appropriate staff to participate in a dispute resolution.</p>	<p>five business days, request a formal meeting of each parties appropriate staff, appropriate executive leadership (such as COO or CMO, deputy director or department director) and clinical staff.</p> <p>5. The County shall designate appropriate staff to participate in a dispute resolution.</p> <p>6. Questions regarding interpretation of state CCS medical eligibility regulations, or disagreements between the County and CenCal Health regarding interpretation of those regulations, shall be resolved by the County, in consultation with the state CCS program.</p>

G. Neonatal Intensive Care Unit (NICU)

CenCal Health	County
<p>1. CenCal Health shall authorize NICU acuity assessment and pay for NICU services in Santa Barbara County.</p>	

H. Quality Assurance and Monitoring

CenCal Health	County
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CenCal Health	County
1. CenCal Health shall participate, at a minimum, in quarterly meetings with the County to update P&Ps and protocols as appropriate. The CenCal Health and County may establish frequency of meetings.	1. The County shall participate, at a minimum, in quarterly meetings with CenCal Health to update P&Ps and protocol as appropriate. The CenCal Health and County may establish frequency of meetings.
2. Documentation should be available for auditing purposes, including agenda, sign-in sheets, etc.	2. Documentation should be available for auditing purposes, including agenda, sign-in sheets, etc.
3. Meeting facilitation to be determined by CenCal Health and the County.	3. Meeting facilitation to be determined by CenCal Health and the County.

I. Subcontractor	
[CenCal Health Name]	COUNTY
1. CenCal Health shall ensure all subcontractors follow the requirements in Health and Safety Code, Article 5 (commencing with section 123800) of Chapter 3 of Part 2 of Division 106.	1. The County shall ensure all subcontractors follow the requirements in Health and Safety Code, Article 5 (commencing with section 123800) of Chapter 3 of Part 2 of Division 106.

IX. AMENDMENTS

The County and CenCal Health may amend this MOU at any time by written, mutual consent. Amended MOUs shall be submitted to DHCS for final review and approval.

X. LIAISONS

For the purposes of this MOU:

CenCal Health Liaison:

Florence Chan, RN, MBA, Director
 Health Services Department
 CenCal Health
 4050 Calle Real
 Santa Barbara, CA 93110
FChan@CenCalHealth.org

With a courtesy copy to:

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CenCal Health
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County Liaison:

Dana Gamble, LCSW
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300 N San Antonio Road
Santa Barbara, CA 93110
dgamble@sbcphd.org

The liaisons shall meet no less than quarterly to discuss activities related to this MOU and any other related matters. The County and CenCal Health shall also submit the contact information for their respective liaisons to DHCS.

County Public Health Director **Date**

County CCS Medical Director **Date**

CenCal Health Chief Operating Officer **Date**

CenCal Health Chief Medical Officer **Date**