RESOLUTION - ACTION REQUESTED 2014-371

MEETING: July 22, 2014

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: MOU with California Health and Wellness Plan

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) with California Health and Wellness Plan to coordinate patient physical and behavioral health care services, and Authorize the Board of Supervisors Chair to Sign the MOU

This is a new Memorandum of Understanding with California Health and Wellness Plan (CHWP).

The purpose of this MOU is to describe the responsibilities of Mariposa County Behavioral Health and CHWP in the delivery of specialty mental health services to CHWP members served by both parties. It is the intention of both parties to coordinate care between providers of physical and mental health care. There will be no exchange of funds between CHWP and Mariposa County Behavioral Health

Mariposa County Behavioral Health is a Mental Health Plan (MHP), as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Health Care Services (DHCS) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is not approved then DHCS may sanction Mariposa County Behavioral Health pursuant to paragraph (one), subdivision (e), Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

FINANCIAL IMPACT:
There will be no exchange of funds between CHWP and Mariposa County Behavioral Health. There will be no impact to the County General Fund.

ATTACHMENTS:
MOU California Health and Wellness Plan with MCBHRS (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Lee Stetson, District I Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier
MEMORANDUM OF UNDERSTANDING

between

CALIFORNIA HEALTH AND WELLNESS PLAN and
COUNTY OF Mariposa for
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this First day of July, 2014 by and between the COUNTY OF Mariposa a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" and CALIFORNIA HEALTH AND WELLNESS PLAN ("CHWP"), a health maintenance organization, whose address is 1740 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 (Collectively the "Parties" and individually "Party") in order to implement certain provisions of Title 9 of the California Code of Regulations ("CCR").

WHEREAS COUNTY through its Department of Behavioral Health is a Mental Health Plan hereinafter referred to as “MHP”, as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health ("DMH") to enter into an MOU with any Medi-Cal managed care plan providing health care services to Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual party’s agreement with the State ("State") of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, the Department of Health Care Services may sanction a mental health plan pursuant to paragraph (one), subdivision (e), Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5; and

WHEREAS, this MOU cannot conflict with MHP’s obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient or the MHP’s responsibilities as a federal managed care Prepaid Inpatient Health Plan (PHIP) under the 1025 (b) waiver; and

WHEREAS, all references in this MOU to “Members” are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTY through its MHP and CHWP in the delivery of specialty mental health services to Members served by both parties. It is the intention of
COUNTY and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment 1, “Matrix of Parties’ Responsibilities”.

WHEREAS, Attachment B identified as “MMCD Policy Letter No. 00-01 REV.” (“Policy Letter”) which is attached hereto and incorporated herein, shall provide guidelines by which this MOU shall be governed. Any amendments to this Policy Letter shall automatically be incorporated by reference into this MOU.

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

1. **TERM**

   This MOU shall become effective retroactively to the 1st day of July, 2014 and shall terminate on July 31, 2015.

2. **TERMINATION**

   A. **Non-Allocation of Funds** – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

   B. **Without Cause** – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or Director of COUNTY’s Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. **COMPENSATION**

   The program responsibilities conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. **INDEPENDENT CONTRACTOR**

   In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP’s officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply
with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP’s employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend (if requested by the other party) and save harmless the other party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either party agrees to indemnify the other party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.
8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations.

9. AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party’s contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<table>
<thead>
<tr>
<th>CHWP</th>
<th>COUNTY</th>
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<tbody>
<tr>
<td>California Health and Wellness Plan</td>
<td>COUNTY OF Mariposa</td>
</tr>
<tr>
<td>1740 Creekside Oaks Drive, Suite 200</td>
<td>PO Box 5</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Mariposa, CA 95338</td>
</tr>
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or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

11. GOVERNING LAW

The parties agree that for the purposes of venue, performance under this MOU is to be in Mariposa County, California.

The rights and obligations of the parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services’ officially policy letters and the laws and regulations of the State of California.
12. ENTIRE AGREEMENT

This MOU including all Exhibits and Attachments set forth below constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

*****
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

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<thead>
<tr>
<th>California Health and Wellness Plan</th>
<th>County of Mariposa</th>
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<tr>
<td>Signature:</td>
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<td>[Signature]</td>
<td>[Signature]</td>
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<tr>
<td>Print Name:</td>
<td>Print Name:</td>
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<tr>
<td>Gregory Buchert, MA</td>
<td>Kevin Cann</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
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<tr>
<td>CEO</td>
<td>Board Chair</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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<tr>
<td>7/12/2014</td>
<td>7/22/14</td>
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<tr>
<td>ECM #: 73499</td>
<td>Tax Identification Number:</td>
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To be completed by California Health and Wellness Plan only:

Effective Date of Agreement:

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<thead>
<tr>
<th>Included in Agreement</th>
<th>Attachment/Exhibit</th>
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<tr>
<td>X</td>
<td>Attachment – Matrix of Parties' Responsibilities</td>
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<td>X</td>
<td>- Exhibit 1 Included ICD-9 Diagnoses</td>
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<td>X</td>
<td>- Exhibit 2 Medical Necessity Criteria for Specialty Mental Health</td>
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<tr>
<td>X</td>
<td>Attachment B – MMCD Policy Letter No. 00-01 REV</td>
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<tr>
<td></td>
<td>&quot;Plan Responsibility under Medi-Cal Specialty Mental Health Services Consolidating Program&quot;</td>
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APPROVED AS TO FORM:

Steven W. Dahlem
COUNTY COUNSEL