RESOLUTION - ACTION REQUESTED 2020-268

MEETING: May 26, 2020

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Approve Agreement with Community Health Centers of America

RECOMMENDATION AND JUSTIFICATION:
Approve Memorandum of Agreement (MOA) with Community Health Centers of America to Support Their Application to Become a FQHC Look Alike; and Authorize the Board of Supervisors Chair to Sign the MOA.

This agreement represents a mutual understanding and establishes a partnership for ensuring that patients of Community Health Centers of America receive medical services, continuity of care and the timely transfer of patients and records between the medical care providers and the facility, as named above.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Community Health Centers of America recently received their Medi-Cal approval to begin to bill Medi-Cal Services. Additionally, they are in the approval process to become a Federally Qualified Health Center look-alike. Although they provide primary health services, the CHCOA currently does not provide diagnostic and therapeutic services listed below, and will request Mariposa County Health and Human Services Agency make available its services for any patient transferred thereto by Community Healthcare Centers of America, for the following:

Behavioral Health services for those patients classified with Serious Mental Illness (SMI), including:
- Individual counseling
- Group counseling
- Family counseling
- Psychiatric services (including medication management)
- Supportive case management
- Substance Use Disorder (SUD) Groups
- 24/7 Crisis Response
- Adult Team Meetings (ATM)
- Child and Family Team Meetings
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- Behavioral Health Court
- Whole Person Care
- Wellness Center

This Memorandum of Agreement (MOA) will outline the specific roles and responsibilities of each party.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County can choose not to enter into the MOA and it may delay the FQHC approval process. Currently, given the County's goal of increasing access to primary health care, it could be detrimental to community members.

ATTACHMENTS:
CHCA Flat Rate - Sliding Fee Schedule 2020 FINAL rev 2.24.20 (PDF)
HHSA-CHCOA MOA version 3 (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
MEMORANDUM OF AGREEMENT

COMMUNITY HEALTH CENTERS OF AMERICA
5320 Highway 49 North, Suite 1, Mariposa, CA 95338

and

MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY
5362 Lemee Lane, Mariposa, CA 95338

This agreement represents a mutual understanding and establishes a partnership for ensuring that patients of Community Health Centers of America receive medical services, continuity of care and the timely transfer of patients and records between the medical care providers and the facility, as named above.

Community Health Centers of America’s primary care provider staff does not provide diagnostic and therapeutic services listed below, and will request Mariposa County Health and Human Services Agency make available it’s services for any patient transferred thereto by Community Healthcare Centers of America, for the following:

Behavioral Health services for those patients classified with Serious Mental Illness (SMI), including:
- Individual counseling
- Group counseling
- Family counseling
- Psychiatric services (including medication management)
- Supportive case management
- Substance Use Disorder (SUD) Groups
- 24/7 Crisis Response
- Adult Team Meetings (ATM)
- Child and Family Team Meetings
- Behavioral Health Court
- Whole Person Care
- Wellness Center

This Memorandum of Agreement (MOA) will outline the specific roles and responsibilities of each party.
PARTIES

The parties to this understanding are: Community Health Centers of America, hereinafter referred to as the "Health Center", and Mariposa County Health & Human Services Agency (HHSA), herein referred to as the "Referral Provider".

The Health Center provides and coordinates the referral, patient information, insurance and financial status information, and any other services and functions as may be required of Community Health Centers of America under the authority of Section 330 of the Bureau of Primary Health Care.

The Referral Provider provides the above-named services.

BACKGROUND AND PURPOSE

The intent of providing services through a Memorandum of Agreement (MOA) is to ensure that Health Center patients receive certain medical, diagnostic and therapeutic services, regardless of insurance coverage, income level and/or ability to pay.

I. PROVISION OF SERVICES

a. Standard of Care
Mariposa County HHSA agrees to furnish the above-named medical services to Health Center patients referred to it by Community Health Centers of America, on an as-needed basis, consistent with, at minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to patients of Community Health Centers of America. Referral Provider agrees to furnish the services in accordance with all relevant federal, state and local laws and regulations, including but not limited to, non-discrimination laws.

b. Acceptance of Referred Patients
Referral Provider agrees to accept all Health Center patients with SMI for the above stated services regardless of their ability to pay.

c. Professional Qualifications
Referral Provider agrees to provide Health Center with assurances that, during the term of this referral agreement, it and, as applicable, its individual healthcare practitioners furnishing the referral services to Health Center patients are and will remain: 1) duly licensed, certified and/or Memorandum of Agreement Community Health Centers of America & Mariposa County Health & Human Services Agency
otherwise qualified to provide services hereunder, with appropriate training, education and experience in their particular field; 2) appropriately credentialed and privileged; and 3) eligible to participate in federal health care programs including Medicaid and Medicare.

d. **Referral Back to the Health Center**
Referral Provider agrees to refer health Center Patients back to the Health Center at a mutually agreed upon time that is clinically appropriate, which shall be determined on a case-by-case basis for each individual Health Center patient. Referral Provider agrees to provide the Health Center with a written diagnosis as applicable, and specific recommendations for appropriate follow-up care to be furnished by the Health Center.

e. **Medical Records/Notes**
Referral Provider agrees to establish and maintain medical records regarding the provision of referral Services to Health Center Patients which records shall be the property of the Referral Provider. To ensure continuity of care, of Health Center patients, Health Center and Referral Provider agree to cooperate in developing a method by which records and other clinical notes can be shared between the parties, which may include, but is not limited to, Health Center's reasonable access to the patient records developed by the Referral Provider, subject to all applicable federal and state laws and regulations and the policies and procedures of each party.

a. **Patients and Billing**
To the extent that the Health Center patients receive referral services from Referral Provider pursuant to the agreement, such individuals shall be considered patients of the Referral Provider. Accordingly, Referral Provider agrees to be solely responsible for billing and collecting all payments from appropriate third-party payers. **Individuals and families with incomes above 100 percent of the current FPG and at or below 200 percent of the FPG shall receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and Individuals and families at or below 100 percent of the FPG receive a full discount or a nominal charge for these services. (See Appendix A Sliding Fee Discount Schedule)**

**IL HEALTH CENTER OBLIGATIONS**

b. **Making and Managing the Referral**
Health Center agrees to provide intake, registration and initial screening/treatment services to patients presenting to Health Center for the provision of primary care and preventative health care services. If such initial screening/treatment services (or other subsequent examinations) indicate the need for referral services, Health Center agrees to assist Health Center patients in making timely and appropriate appointments with Referral Provider for the provision of referral services.

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c. **Treatment Plan and Follow-Up Care**

Health Center agrees to maintain the responsibility for the Health Center patient's overall treatment plan, including managing and monitoring such treatment, and to furnish appropriate follow-up care to Health Center patients who are referred to the Health Center. Health Center agrees to be solely responsible for billing and collecting all payments from appropriate third-party payers, funding sources, and as applicable, patients, for follow-up care rendered by the Health Center.

**III. INSURANCE**

Referral Provider represents and warrants that he/she/it is covered by a professional liability insurance policy (malpractice, errors and omissions) providing sufficient coverage against professional liabilities that may occur because of furnishing referral services to Health Center Patients under this agreement. Referral Provider understands and agrees that, as the provider of record, of the referral services provided to the Health Center Patients under this agreement, Referral Provider is solely liable for such services, and that Health Center will not be liable, whether by way of contribution or otherwise, for any damages incurred by Health Center patients or arising from any acts or omissions in connection with the provision of such services.

**IV. PROVIDER JUDGEMENT AND FREEDOM OF CHOICE**

All Health Center and health related professionals employed by or under contract with either party shall retain sole and complete discretion, subject to any valid restrictions, imposed by participation in a managed care plan, to refer patients to any and all provider(s) that best meet the requirements of such patients. All such patients shall be advised that, subject to any valid restriction(s) imposed by the participation in a managed care plan, said patients may request referral; to any provider that they choose.

**I. AGREEMENTS WITH OTHER PARTIES**

Health Center retains the authority to contract with other parties, to the extent that, Health Center's CEO, reasonably determines that such contracts are necessary in order to implement Health Center's policies and procedures, or as otherwise may be necessary to ensure appropriate collaboration with other local providers (as required by Section 330 (k) (3) (B)), to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality, and comprehensiveness of care.
VOLUME OR VALUE OF REFERRALS

Nothing in this agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party. Neither party shall track such referrals for purposes relating to setting the compensations of their professionals or influencing their choice.

CONFIDENTIALITY

The parties (and their directors, officers, employees, agents and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of all Health Center patients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164) and Health Center's policies and procedures regarding privacy and confidentiality of such information. The Parties (and their directors, officers, employees, agents and contractors) shall: (1) not use or disclose patient information, other than as permitted or required by this agreement for the proper performance of its duties and responsibilities hereunder; (2) use appropriate safeguards to prevent use or disclosure of patient information, other than as provided under this agreement and (3) notify the other immediately in the event the party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this Agreement or applicable federal; and state laws or regulations.

TERM AND TERMINATION

A. The term of this agreement shall commence on July 1, 2020 and continue through June 30, 2021 unless sooner terminated.

B. Either party may terminate this agreement without cause upon 30 days prior written notice to the other party.

A. This agreement may be terminated, whole or in part, at any time upon mutual agreement of the Parties.

B. This agreement may be terminated for cause upon written notice by either party. "Cause" shall include, but is not limited to the following: (1) a material breach of any terms of the agreement, subject to a 30 day notice to cure and a failure to cure by the end of the 30 day period (2) the loss of the required insurance by the Referral Provider (3) any material change in the financial condition of the Referral Provider, which reasonably indicates that the Referral Provider will be unable to furnish Referral Services (4) the loss or suspension of any license or other authorization to do business.

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necessary for the Referral Provider to furnish Referral Service (5) the good faith determination by the Health Center that the health, welfare and/or safety of patients from Referral Provider is jeopardized by the continuation of this Agreement.

Agreed to on: 2020

Community Health Centers of America
By: Gurdeep Singh
Its: Administrator

Mariposa County
By: Kevin Cann
Its: Chair, Board of Supervisors

Approved as to Legal Form:

Steven W. Dahlem, County Counsel