

MEMORANDUM OF UNDERSTANDING

BETWEEN

Partnership HealthPlan of California (PHC)

AND

Humboldt (COUNTY) CALIFORNIA CHILDRENS 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) 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 (PHC) contract. Additionally, under the WCM, some CCS administrative functions that are currently the responsibility of the county CCS Programs will move to the WCM PHC.

CCS Program covered medical conditions are outlined and authorized in Title XXII, sections 41401 - 41518.9, for beneficiaries 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 Humboldt County and PHC 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 CCS Program by local county programs and the PHC respective contract with DHCS. This MOU explains how Humboldt County and PHC shall coordinate care, conduct administrative activities and information exchange

activities required for the effective and seamless delivery of services to CCS WCM beneficiaries.

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 January 1, 2019 DHCS will have final review and approval prior to the signing of the MOU.

IV. CONFIDENTIALITY

All responsibilities and information shared by the County and PHC 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 PHC 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 PHC 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 PHC 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. 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, Advisory Committees, Data Sharing, Dispute Resolutions, Neonatal Intensive Care Unit (NICU) services and Quality Assurance. Not all CCS applicable regulations are listed in the table below. Where applicable, timelines and timeliness not specified in this document shall be defined pursuant to the Numbered Letters.

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

PHC	CCS Program
<p>PHC shall provide necessary documentation, medical records/case notes/reports, to the county CCS Program to assist with medical eligibility determination.</p> <p>All potential CCS eligible beneficiaries identified by PHC shall be referred to the county CCS Program. Additionally, potential CCS eligible beneficiaries identified by PHC authorized providers may be referred to the county CCS Program as appropriate.</p> <p>PHC shall inform the beneficiary and the family (or designated legal caregiver) <u>within 90 days of referral to the CCS Program</u>, and provide access to medical care related to the CCS eligible condition.</p> <p>PHC shall ensure that appropriate staff has access to the CMSNet Provider Electronic Data Interchange System (PEDI) to view the status of CCS-eligible member data.</p> <p>PHC shall provide medical documentation to county CCS Program for annual medical review (AMR) of CCS Program eligibility, where available.</p> <p>PHC shall provide notification and necessary documentation to the county CCS Program to assist with transition from managed care to CCS-State Only</p> <p>PHC shall provide notification to the county CCS Program when PHC becomes aware the beneficiary has moved out of the county.</p>	<p>The Humboldt County CSS Program/State 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>The Humboldt County CCS Program/State shall <u>inform the child and the family</u> (or designated legal caregiver) of the CCS Program eligibility determination.</p> <p>The Humboldt County CCS Program/State shall inform the child determined to be ineligible and the family (or designated legal caregiver) of the CCS Program eligibility appeal process.</p> <p>The Humboldt County CCS Program/State shall communicate to the PHC the CCS Program eligibility determination within 10 business days of CCS determination.</p> <p>The Humboldt County CCS Program/State is responsible for obtaining any additional information required (e.g. medical reports) to make a program eligibility determination.</p> <p>The Humboldt County CCS Program/State shall provide notification to the PHC when they become aware the beneficiary has moved out of the county.</p>

B. Case Management (Care Coordination and Utilization Management)

PHC	CCS Program
<p>PHC shall provide case management services for CCS eligible conditions, coordinate benefits, and authorize services according to state regulations and guidelines.</p> <p>PHC shall authorize services, including durable medical equipment (DME), based on medical necessity, evidence based guidelines, and/or Numbered Letters, where applicable.</p> <p>PHC shall inform members of the availability of the CCS Program and benefits as needed.</p> <p>PHC shall authorize a CCS paneled provider or center to treat and manage the CCS-eligible condition where available and accessible.</p> <p>If a CCS paneled occupational/physical therapist is not available within the members county of eligibility, PHC should authorize vendored therapy in lieu of MTP, ensuring only appropriately credentialed therapists are considered per regulatory requirements.</p> <p>PHC 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>PHC shall encourage and make available that CCS eligible beneficiaries receive all medically necessary pediatric preventive services, including immunizations unless determined to be medically contraindicated.</p>	<p>The Humboldt County CCS Administrator or designee shall request to meet and maintain communication with the PHC liaison or the PHC Utilization Management Director or designee regarding beneficiaries quarterly <u>or as necessary</u>.</p> <p>The Humboldt County CCS Medical Therapy Program (MTP) shall remain responsible for the provision of medically necessary occupational and physical therapy services prescribed by the Humboldt 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. This includes occupational and physical therapy services vendored in lieu of the MTU.</p>

B. Case Management (Care Coordination and Utilization Management)

PHC	CCS Program
<p>PHC shall provide access or arrange for the provision of HRIF, case management services.</p> <p>PHC shall notify the CCS Program of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services.</p> <p>PHC 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>PHC 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>PHC shall communicate, share information via telephone and/or case management notes, written or electronic, with the County CCS Program to facilitate the care of CCS children and young adults who require services from both entities.</p>	<p>Upon notification a CCS child has lost Medi-Cal coverage, the Humboldt County CCS Program/State shall ensure the coordination of High Risk Infant Follow-Up (HRIF) outpatient diagnostic services.</p> <p>The Humboldt County CCS Program/State shall regularly communicate, share information via telephone and/or case management notes, written or electronic, with the local PHC to facilitate the care of CCS children and young adults who require services from both entities.</p>

B. Case Management (Care Coordination and Utilization Management)	
PHC	CCS Program
<p>The PHC 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>PHC shall coordinate with the local CCS MTU to facilitate appropriate access to MTP services.</p> <p>PHC may consult with MTP to coordinate DME equipment needs of clients.</p>	

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)	
PHC	CCS Program
<p>PHC shall create and maintain a Pediatric Quality Advisory Committee composed of:</p> <ul style="list-style-type: none"> • PHC chief medical officer or designee; • County CCS medical director, medical consultant or designee and • At least four CCS-paneled providers • Clinical Advisory Committee shall meet as often as needed <p>PHC shall establish a Family Advisory Committee (FAC). The FAC shall facilitate 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>The Humboldt County CCS Program medical director, medical consultant or designee may actively participate in the PHC Pediatric Quality Advisory Committee by attending meetings, engaging in discussion, offering feedback and recommendations, etc. If Humboldt County is a CCS Dependent County, the State and county medical consultant or designee may actively participate in the PHC Pediatric Quality Advisory Committee.</p> <p>Humboldt County CCS Program will provide contact information for family representatives to participate in the FAC, where available.</p>

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)	
PHC	CCS Program
<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>PHC will work with County CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC.</p> <p>PHC will work with CCS families to ensure they understand the FAC's role and their role as members of the FAC.</p> <p>PHC may provide a reasonable per diem payment to enable in-person participation in the Pediatric Quality and FAC advisory committees.</p>	

D. Continuity of Care	
PHC	CCS Program
<p>When available, PHC shall ensure beneficiaries are allowed to continue to receive case management and care coordination from his or her public health nurse (PHN), upon request.</p> <p>PHC 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. PHC shall ensure families have ongoing information, education, and support</p>	<p>The Humboldt County CCS Program/State shall respond to PHC regarding the beneficiary's request to continue working with his or her PHN within 5 working days.</p> <p>In the event a PHN is no longer available, the Humboldt County CCS Program/State shall provide reasonable notice to PHC of the PHN's last day in the CCS Program.</p> <p>Humboldt County CCS Program/State shall provide information on active CCS beneficiary cases. If a case has already been transitioned it is not necessary to provide information.</p>

D. Continuity of Care	
PHC	CCS Program
<p>regarding the rights to appeal any service denials including the right to appeal a denial of Continuity of Care (COC) beyond 12 months to DHCS director.</p> <p>PHC will attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year if the child has established care with a provider prior to WCM and if that provider is not contracted with PHC. (Strong push to contract)</p>	

E. Data and Information Sharing (HIPAA/Medical Records Sharing)	
PHC	CCS Program
<p>PHC shall ensure any subcontractors that create, receive, maintain, or transmit Protected Health Information (PHI) on behalf of PHC agree to the same restrictions, conditions, and requirements that apply to PHC.</p> <p>PHC shall, in collaboration with the county CCS Program, develop and mutually agree to P&P protocols on sharing information, including but not limited to, establishing secure methods of exchanging data electronically and follow Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. These P&Ps shall be attached to this MOU within 90-days of execution.</p>	<p>The Humboldt County CCS Program/State shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Humboldt County CCS Program agree to the same restrictions, conditions, and requirements that apply to the Humboldt County CCS Program.</p> <p>The Humboldt County CCS Program/State shall, in collaboration with PHC develop and mutually agree to P&P protocols on sharing information, including but not limited to, establishing secure methods of exchanging data electronically and follow Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. These policies and procedures shall be attached to this MOU within 90-days of execution.</p>

F. Dispute Resolution	
PHC	CCS Program
<p>PHC shall designate appropriate staff to participate in a dispute resolution, at a minimum, a quarterly (for first year and then as necessary thereafter) meeting with CCS Program/liaison staff regarding operational and administrative issues.</p> <p>PHC will respond timely to CCS Program.</p>	<p>The Humboldt County CCS Program shall designate appropriate staff to participate in a dispute resolution, at a minimum, a quarterly (for first year and then as necessary thereafter) meeting with PHC /liaison staff or designee regarding operational and administrative issues.</p> <p>The CCS Program will respond timely to the PHC</p>

G. Neonatal Intensive Care Unit (NICU)	
PHC	CCS Program
<p>PHC shall authorize NICU acuity assessment and will be responsible for payment of NICU services as delegated by DHCS.</p>	

H. Quality Assurance and Monitoring	
PHC	CCS Program
<p>PHC shall participate, at a minimum, in quarterly meetings with the county CCS Program to collaborate and discuss CCS and MTP specific P&Ps and protocols.</p> <ul style="list-style-type: none"> Documentation should be available for auditing purposes, including agenda, sign-in sheets, etc. <p>Meeting facilitation to be determined by PHC and local CCS Program.</p>	<p>Humboldt County shall participate, at a minimum, in quarterly meetings with the PHC to collaborate and discuss CCS and MTP specific P&Ps and protocols.</p> <ul style="list-style-type: none"> Documentation should be available for auditing purposes, including agenda, sign-in sheets, etc. <p>Meeting facilitation to be determined by PHC and local CCS Program.</p>

I. Subcontractor	
PHC	CCS Program
PHC shall ensure all subcontractors follow SB 586 guidelines that apply to PHC.	The Humboldt County CCS Program shall ensure all subcontractors follow SB 586 guidelines that apply to the Humboldt County CCS Program.

VIII. AMENDMENTS

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

IX. LIAISONS

County and PHC shall designate a liaison to be the primary point of contact for this MOU. The liaisons shall meet no less than quarterly to discuss activities related to this MOU and any other related matters. The County and PHC shall also submit the contact information for their respective liaisons to DHCS.

X. BUSINESS ASSOCIATE AGREEMENT

County and PHC shall incorporate the enclosed Business Associate Agreement (BAA) and [the Social Security Administration Agreement (SAA)] into this MOU. The purpose of the BAA and SAA is to ensure protection of any data or information sharing related to the WCM and to comply with the Health Insurance Portability and Accountability Act and any other applicable privacy requirements.

Connie Beck **Date**
Director of Department of Health and Human Services

Josh Ennis, MD **Date**
CCS Medical Consultant

Liz Gibboney **Date**
Chief Executive Officer

Dr. Robert Moore, M.D., MPH **Date**
Chief Medical Officer