



CONTRA COSTA
HEALTH

Administration 597 Center Avenue, Suite 200 Martinez, CA 94553 Phone: (925) 313-6000
Sharron A. Mackey, MHS, MPA Chief Executive Officer
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REGIONAL CENTER OF EAST BAY
MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

between Contra Costa Health Plan and Regional Center of East Bay

This Memorandum of Understanding (“MOU”) is entered into by Contra Costa Health Plan (“MCP”) and Regional Center of East Bay (“Regional Center”), effective as of August 1, 2024 (“Effective Date”). Regional Center, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP (“Members”) are able to access and/or receive services in a coordinated manner from MCP and Regional Center; and

WHEREAS, the Parties desire to ensure that Members receive Regional Center services in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of care coordination provided.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the California Department of Health Care Services (“DHCS”), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with Regional Center and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.

b. “MCP-Regional Center Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and Regional Center as described in Section 4 of this MOU. The MCP-Regional Center Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. “Regional Center Responsible Person” means the person designated by Regional Center to oversee coordination and communication with MCP and ensure Regional Center’s compliance with this MOU as described in Section 5 of this MOU.

d. “Regional Center Liaison” means Regional Center’s designated point of contact responsible for acting as the liaison between MCP and Regional Center as described in Section 5 of this MOU. The Regional Center Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the Regional Center Responsible Person as appropriate.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of THREE years or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination of services between Regional Center and MCP for Members who are or may be served by Regional Center.

4. MCP Obligations.

a. Provision of Covered Services. MCP is responsible for coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits as well as authorizing Medically Necessary Covered Services as outlined in DHCS All-Plan Letter ("APL") 23-010 or any subsequent version of the APL. MCP must comply with all requirements set forth in APL 23-023 or any subsequent version of the APL.

b. Oversight Responsibility. The Deputy Executive Director, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with Regional Center, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from Regional Center are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-Regional Center Liaison, the point of contact and liaison with Regional Center. The MCP-Regional Center Liaison is listed in Exhibit A of this MOU. MCP must notify Regional Center of any changes to the MCP-Regional Center Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change. The MCP-Regional Center Liaison functions may be assigned to the MCP-Long Term Services and Supports ("LTSS") liaison as long as the MCP-LTSS Liaison meets the training requirements and have the expertise to work with Regional Center, in accordance with APL 23-004 or any subsequent

version of the APL and Section 6 of this MOU.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. Regional Center Obligations.

a. **Provision of Services.** Regional Center is responsible for services provided or made available by Regional Center. Regional Center must:

- i. Determine eligibility for and authorize services arranged for or provided by Regional Center that are not covered by MCP;
- ii. Provide case management and care coordination services for the provision of, or related to, Regional Center services;
- iii. Develop, purchase, and coordinate the necessary services in each Member's Individualized Program Plan ("IPP") in accordance with the requirements set forth in the Lanterman Developmental Disabilities Services Act;
- iv. Comply with requirements set forth in the CalAIM Regional Center Directive or any subsequent Regional Center Directives; and
- v. Provide case management and care coordination services to eligible Members and assist those Members in maintaining their connection to and communication with MCP and/or MCP's Network Providers as needed.

b. **Oversight Responsibility.** The Clinical Director, the designated Regional Center Responsible Person listed in Exhibit B of this MOU, is responsible for overseeing Regional Center's compliance with this MOU. The Regional Center Responsible Person serves, or may designate a person to serve, as the designated Regional Center Liaison, the point of contact and liaison with MCP. The Regional Center Liaison is listed in Exhibit B of this MOU. Regional Center must notify MCP of changes to the Regional Center Liaison as soon as reasonably practical but no later than the date of change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU, including those set forth in APL 23-023 or any subsequent version of the APL. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and Regional Center programs and services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by Regional Center.

c. MCP must provide Regional Center, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

d. MCP, in collaboration with Regional Center, must ensure that the MCP-Regional Center Liaison is sufficiently trained on Regional Center care coordination, assessments, and referral processes.

7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate Regional Center program and/or services.

b. The Parties must facilitate referrals to Regional Center for Members who may potentially be eligible for Regional Center services. MCP must refer Members using a patient-centered, shared decision-making process.

c. MCP must implement policies and procedures to identify Members who are potentially eligible to receive services provided or arranged for by Regional Center and refer such Members to Regional Center. MCP is encouraged to develop these policies and procedures in collaboration with Regional Center.

d. MCP must notify Regional Center of all Members identified as potentially eligible for Regional Center services.

e. Regional Center should refer Members under age 21, regardless of diagnosis, to MCP for evaluation for Medically Necessary Covered Services, including services using the Early Periodic Screening, Diagnostic, and Treatment medical necessity criteria.

f. Regional Center should refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). This MOU does not govern Regional Center's provision of ECM services. ECM services shall be governed by both the ECM Policy Guide and any specific contract between the ECM Provider (in this case, if applicable, Regional Center) and MCP.

g. If there is potential that services could overlap, MCP and Regional Center will coordinate to prevent duplication of services.

8. Care Coordination and Collaboration.

a. **Care Coordination.** The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

b. The Parties must collaborate to identify and resolve issues involving timely and appropriate access to, and coordination of, care, including those issues that may delay or prevent Member access to timely and appropriate benefits and services.

c. MCP must provide Regional Center with information about Members' Primary Care Provider ("PCP") assignment to support care coordination.

d. MCP must have policies and procedures in place to maintain collaboration with Regional Center and to identify strategies to monitor and assess the effectiveness of this MOU. MCP's policies and procedures must include:

i. Processes for coordinating with Regional Center that ensure Members do not receive duplicative services through ECM, CCM, Community Supports, and other services;

ii. Processes to track all Members receiving services provided or arranged for by Regional Center and to continue coordinating services with Regional Center for Members, as necessary, using data provided by Regional Center as set forth in Section 11 of this MOU; and

iii. Processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP while Members receive services provided or arranged for by Regional Center.

e. MCP must coordinate with Intermediate Care Facilities for the Developmentally Disabled ("ICF/DD") homes, Intermediate Care Facilities for the Developmentally Disabled-Habilitative homes, and Intermediate Care Facilities for the Developmentally Disabled-Nursing to ensure Members who are individuals with developmental disabilities receive all Medically Necessary Covered Services in accordance with APL 23-023 or any subsequent version of the APL.

f. MCP must ensure Members in need of ICF/DD home services are placed in a health care facility that provides the level of care most appropriate for the Members' medical needs, as outlined in the Medi-Cal Managed Care Contract. MCP must ensure ICF/DD home services that a Member needs, as determined by the Member's choice of living arrangement and documented by the Member's assigned Regional Center and services and supports provider(s), are authorized.

g. When requested by a Member and their legal representative, MCP must be available to assist Regional Center in the development of the Individual Family Service Plan ("IFSP") or IPP required for Members served by Regional Center, including the identification of all Covered Services such as medical care services, nonemergency transportation services, and Medically Necessary outpatient mental health services.

h. MCP must coordinate with ICF/DD homes to ensure Members receive Nonemergency Medical Transportation and Nonmedical Transportation services as needed.

i. MCP must coordinate care and address coverage needs for Members who are dually Medicare and Medi-Cal covered, or who have other health care coverage regardless of payer source.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP’s obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the Regional Center Responsible Person and appropriate Regional Center program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by Regional Center, such as local county meetings, local community forums, and Regional Center engagements, to collaborate with Regional Center in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and Regional Center is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the

timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

i. MCP must coordinate with Regional Center to receive data and information collected by Regional Center regarding Regional Center services to enable more accurate and precise measurements of health risks and disparities within MCP's Member population, as required by the CalAIM Population Health Management Policy Guide.²

ii. MCP must facilitate exchange of medical information between a Member's PCP and Regional Center.

iii. MCP must share the following information with Regional Center within 15 Working Days of receipt of request from Regional Center:

1. The Member's California Department of Education

Screening;

2. The Member's current treatment plan, as well as the treatment plans for the past six months;

3. The Member's assessment or comprehensive diagnostic;

4. The Member's behavioral-analytic assessment;

5. The Member's IFSP/Individualized Education Plan;

6. Whether the Member is currently receiving treatment;

7. The length of such treatment (i.e, the start date of treatment);

8. The current and past providers of the Member's treatment, including, but not limited to, Behavioral Health Treatment ("BHT") and occupational, physical, and speech therapy;

9. The Member's current medical records; and

10. The Member's signed authorization for release of information to exchange information as required by law.

² CalAIM Population Health Management Policy Guide, available at <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>.

iv. Regional Center may, with the member's agreement, provide MCP with Member information regarding BHT and other services for those Members for whom Regional Center has such data to ensure appropriate care coordination, including, but not limited to:

1. Comprehensive diagnostic evaluation;
2. Assessment/report for Regional Center services;
3. Treatment plan(s);
4. Utilization data;
5. Functional Behavioral Assessment as well as prior

assessments;

6. Confirmation of whether the Member is receiving services as well as current treatment plans, including the plans for the past six months;

7. Development assessment for the Early Start Program;
8. IFSP and IPP information; and
9. Treatment information, including length of treatment,

associated treatment reports and recommendations, progress notes, the Member's providers (current and past), the Member's signed authorization for release of information to exchange information (obtained by the provider conducting assessment and treatment), any current Regional Center Annual Review Report and the most recent Regional Center psychological evaluation, and known changes in the Member's condition that may adversely impact the Member's health and/or welfare.

v. MCP must, and Regional Center is encouraged to, share information necessary to facilitate referrals as described in Section 7 of this MOU and provide ongoing care coordination as described in Section 8 of this MOU. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in Exhibit C this MOU.

vi. MCP must implement policies and procedures to utilize Regional Center data to track Members receiving Regional Center services and provide ongoing care coordination to ensure Members and Regional Center can access available services. MCP must share with Regional Center information that is necessary for the Regional Center Liaison to identify which Members are also receiving ECM and/or Community Supports, to assist Members with accessing all available services.

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and

accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and Regional Center should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and Regional Center that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by Regional Center to the California Department of Developmental Services. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, and/or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by Regional Center who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., Regional Center cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by Regional Center.

14. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email,

with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between Regional Center and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither Regional Center nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP



Signature:

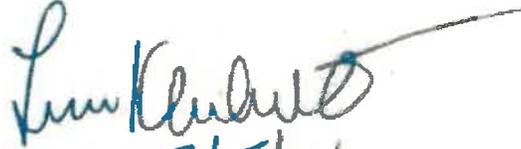
Name: Sharron A. Mackey

Title: Chief Executive Officer

Notice Address:

**597 Center Avenue #200
Martinez, CA 94553**

Regional Center



Signature:

7/15/24

Name: Lisa Kleinbub

Title: Executive Director

Notice Address:

**1320 Willow Pass Road #300
Concord, CA 94520**

Exhibits A and B

Designated MCP Liaisons	Designated Regional Center Liaisons
Sharron A. Mackey, CEO	Lisa Kleinbub, Executive Director
Dr. Nicolas Barcelo, Medical Director	Lucy Rivello, Clinical Director
Julianna Mondragon, Health Services Administrator	
David Chen, Senior Program Manager	
Ronda Arends, Director of Compliance	
Chanda Gonzales, Executive Deputy Director	
TBD, Health Service IT	

Exhibit C
Data Elements

MCP and RCEB will work together to establish procedures to all for the exchange of essential information. Of note is that RCEB and the Health Plan have different data systems and staffing may impact the ability to exchange information immediately.

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