

Clinica de Salud del Valle de Salinas
and
the County of Monterey,
on behalf of the Monterey County Health Department, Behavioral Health Bureau
MOU

This MOU is entered into between Clinica de Salud del Valle de Salinas, Inc. (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (“MCHD-BH”) effective November 1, 2022. Each signatory to this MOU may be referred to as a “Party,” and collectively as “Parties.”

WHEREAS, MCHD-BH, a Bureau of the Health Department that provides behavioral health services in Monterey County, and

WHEREAS, CSVS, a California nonprofit corporation, is a federally qualified health center providing primary care in Monterey County, and

WHEREAS, in the interest of collaborating for more effective treatment, MCHD- BH and CSVS will work together to serve CSVS patients who are residents of Monterey County whom are exhibiting mental health challenges and/or substance abuse issues that interfere with their ability to maintain good overall health.

WHEREAS the Parties desire to enter into an MOU that clearly identifies the roles and responsibilities of each Party with respect to the implementation of referral to Behavioral Health Services for CSVS patients.

ARTICLE I
TERM AND TERMINATION

- 1.1 **Term.** This MOU shall become effective on November 1, 2022 (the "**Effective Date**"), and shall continue until October 31, 2025 (the "**Expiration Date**"), subject to the termination provisions of this MOU.
- 1.2 **Termination for Cause.** Either Party shall have the right to terminate this MOU upon breach of this MOU by the other Party where the breach is not cured within thirty (30) calendar days after one Party gives written notice of the breach to the other Party.
- 1.3 **Termination without Cause.** Either Party may terminate this MOU without cause, expense or penalty, effective thirty (30) calendar days after written notice of termination is given to the other Party.

1.4 Renewal. This MOU may be renewed by mutual written MOU.

ARTICLE II RESPONSIBILITIES

2.1. Responsibilities of MCHD-BH. MCHD-BH shall:

- Maintain all licenses, certifications or registrations, as verified through a credentialing process, in accordance with all applicable federal, state and local laws which are necessary and required to competently provide the services covered by this MOU.
- Serve CSVS patients who are residents of Monterey County at MCHD-BH facilities and who meet the “Medical Necessity Criteria” as established in Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services (see Exhibit A).
- Refer CSVS patients who are referred to MCHD-BH and who do **not** meet the above criteria to the Central California Alliance for Health’s Managed Behavioral Health Organization (Beacon Health Strategies), which is responsible for the arrangement and provision of outpatient mental health services for their members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition.
- Not discriminate by payor source.
- Document patient encounters in MCHD-BH Electronic Medical Record only.
- Submit documentation and report of patient encounter to CSVS referring physician.
- Bill State of California Med-Cal and other payors for services provided to patients referred by CSVS who meet medical necessity criteria for specialty mental health services.
- Initiate referrals back to CSVS of patients referred under this MOU who require follow-up primary care services.
- Notify CSVS in writing within twenty-four (24) hours after the occurrence of the following: any adverse federal, state or local licensure actions relating to MCHD-BH’s professional competence of conduct, including, but not limited to revocation, suspension, reprimand, censure or probation, and; any negative actions or findings by any private accreditation organization from which MCHD-BH has received any accreditation
- Upon written request from CSVS, MCHD-BH agrees to permit CSVS to inspect and/or duplicate, at CSVS’s sole cost and expense, data and information regarding the services provided under this MOU to the extent necessary to meet CSVS’s responsibilities under applicable Federal financial and reporting requirements; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. CSVS shall be solely responsible for maintaining patient confidentiality with respect to any data or information that CSVS obtains pursuant to this Section. MCHD-BH shall take

all reasonable steps necessary to preserve such data and information subject to any retention obligations imposed on a party by law or regulation. Should MCHD-BH cease operations, MCHD-BH shall promptly coordinate with CSVS for the storage or transfer of such data and information in a manner that will allow CSVS to continue to access such data and information.”

- Ensure all patients referred under this MOU will be eligible for the following minimum discounts with respect to the referred services:
 - A full discount for individuals and families with annual incomes at or below 100 percent of the current federal poverty guidelines, except that nominal charges for service may be collected from such individuals and families where imposition of such fees is consistent with project goals;
 - Partial discounts for individuals and families with incomes above 100 percent of the current federal poverty guidelines and at or below 200 percent of the current federal poverty guidelines that adjust in accordance with income; and
 - No discounts to individuals and families with annual incomes above 200 percent of the current federal poverty guidelines.

2.2. Responsibilities of CSVS. CSVS shall:

- Be responsible for the act of referral and any follow-up care provided by CSVS subsequent to the referral.
- Initiate referrals under this MOU based on the determination of the patient’s treating physician.
- Provide MCHD-BH orientation with required information confidentiality statements.
- Provide a monthly report of patient referrals to MCHD-BH.
- Federally Qualified Health Center (FQHC) clinics are required by the Health Resources and Services Agency (HRSA) under Section 330(k) (3) (G) of the PHS Act and 42 CFR Part 51c.303 (f) to prepare a schedule of fees or payments for the provision of its services consistent with locally prevailing rates or charges and designed to cover its reasonable costs of operation. Sliding Scale Discount Fees shall be available for patients who are uninsured or underinsured and are at or below 200% of the Federal Poverty Level to assist with the costs of their care. Individuals and families who are at or below 200% will be offered the discount based on their income and family size. Underinsured individuals who have or are eligible for public or private health insurance also qualify for the SFDS based on income and family size. These underinsured individuals may not pay more than uninsured patients in the same income category.

ARTICLE III INSURANCE

- 3.1 Comprehensive Liability Coverage and Professional Liability Coverage. Each Party shall maintain insurance or a self-insurance program with financially-sound and reputable companies; each party shall carry healthcare entity comprehensive liability coverage with minimum limits of \$1 Million (\$1,000,000) per occurrence and a general aggregate of \$3 Million (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then each party shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. At any time during the term of this MOU, if CSVS is not covered under the Federal Tort Claims Act (“FTCA”), CSVS shall obtain and maintain, at CSVS’s sole cost and expense, professional liability insurance covering CSVS and its employees in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. Such insurance shall be primary with respect to covering the acts and omissions of CSVS employees. Notwithstanding the foregoing, the above insurance requirements in this section 3.1 shall be deemed satisfied by CSVS for so long as CSVS continues to be deemed a covered entity under Section 224(a) of the Public Health Services Act entitled to liability protection under the FTCA, or under alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA. CSVS represents and warrants that FTCA coverage is occurrence-based coverage.
- 3.2 In addition, each Party shall maintain in effect throughout term of this MOU a policy or policies of insurance or self-insurance with the following minimum limits of liability:
- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - Workers’ Compensation Insurance, if each Party employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 3.3 Except for ten (10) days' notice of non-payment, the Parties will require 30 days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

ARTICLE IV CONFIDENTIALITY

Confidentiality of Health Records: The parties acknowledge that the U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created, or maintained by certain entities, including healthcare providers (the "HIPAA Privacy Rule"). It is not currently anticipated that any individually identifiable health records will be made available to, or used by, the County. If at any time such records are available to the County it is understood that the County will enter into a Business Associate MOU that complies with the requirements of the HIPAA Privacy Rule.”

ARTICLE V GENERAL PROVISIONS

5.1 PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts the MCHD-BH or CSVS from participating in similar activities with other public or private agencies, organizations, and individuals.

5.2 RESPONSIBILITY OF PARTIES: The MCHD -BH and CSVS and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

5.3 This MOU does not include exchange of funds between Parties.

5.4 PRINCIPAL CONTACTS: The principal contacts for this MOU are:

- **MCHD-BH Contact:** Elsa M. Jimenez, MPH, Director of Health, 1270 Natividad Rd, Salinas, CA 93906, (831) 755-4526, Jimenezem@co.monterey.ca.us
- **CSVS Contact:** Maximiliano Cuevas, MD, FACOG, Chief Executive Officer, 55 Plaza Circle Salinas, CA 93901 (831) 757-8689 mcuevas@csvs.org

5.4 AUTHORIZED REPRESENTATIVES: By signature below, CSVS and MCHD-BH certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this MOU.

Clinica de Salud del Valle de Salinas (CSVS)

11/01/2022 – 10/31/2025

IN WITNESS WHEREOF, COUNTY and CSVS have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

LA CLINICA DE SALUD DEL VALLE DE SALINAS

By: Elsa Jimenez
Director of Health

By: Maximiliano Cuevas
(Signature of Chair, President, or Vice-President)*
Maximiliano Cuevas, MD CEO
Name and Title

Date: 5/15/2023 | 2:31 PM PDT

Date: 2/27/2023

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form ¹
By: Shane Elin Strong
County Counsel

By: Harold McCoy
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Date: 3/3/2023 | 9:52 AM PST

HAROLD M^cCOY, CFO
Name and Title

Approved as to Fiscal Provisions²
By: Burcu Mousa
Auditor/Controller

Date: 2/24/2023

Date: 3/9/2023 | 4:01 PM PST

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

EXHIBIT A: Medical Necessity Criteria

Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services

Section 1830.205

Medical Necessity Criteria for MHP Reimbursement of Specialty Mental Health Services.

(a) The following medical necessity criteria determine Medi-Cal reimbursement for specialty mental health services that are the responsibility of the MHP under this Subchapter, except as specifically provided.

(b) The beneficiary must meet criteria outlined in Subsections (1)-(3) below to be eligible for services:

(1) Be diagnosed by the MHP with one of the following diagnoses in the Diagnostic and Statistical Manual, Fifth Edition, published by the American Psychiatric Association:

- (A) Pervasive Developmental Disorders, except Autistic Disorders
- (B) Disruptive Behavior and Attention Deficit Disorders
- (C) Feeding and Eating Disorders of Infancy and Early Childhood
- (D) Elimination Disorders
- (E) Other Disorders of Infancy, Childhood, or Adolescence
- (F) Schizophrenia and other Psychotic Disorders
- (G) Mood Disorders
- (H) Anxiety Disorders
- (I) Somatoform Disorders
- (J) Factitious Disorders
- (K) Dissociative Disorders
- (L) Paraphilias
- (M) Gender Identity Disorder
- (N) Eating Disorders
- (O) Impulse Control Disorders Not Elsewhere Classified
- (P) Adjustment Disorders
- (Q) Personality Disorders, excluding Antisocial Personality Disorder
- (R) Medication-Induced Movement Disorders related to other included diagnoses.

(2) Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision (1) above:

- (A) A significant impairment in an important area of life functioning.
- (B) A reasonable probability of significant deterioration in an important area of life functioning.
- (C) Except as provided in Section 1830.210, a reasonable probability a child will not progress developmentally as individually appropriate. For the purpose of this Section, a child is a person under the age of 21 years.

(3) Must meet each of the intervention criteria listed below:

- (A) The focus of the proposed intervention is to address the condition identified in (2) above.

(B) The expectation is that the proposed intervention will:

1. Significantly diminish the impairment, or
2. Prevent significant deterioration in an important area of life functioning, or
3. Except as provided in Section 1830.210, allow the child to progress developmentally as individually appropriate

(C) The condition would not be responsive to physical health care based treatment.

- (c) When the requirements on this condition are met, beneficiaries shall receive specialty mental health services for a diagnosis included in subsection (b)(1) even if a diagnosis that is not included in subsection (b)(1) is also present.

NOTE: Authority cited: Section 14680, Welfare and Institution Code. Reference: Section 5777 and 14684, Welfare and Institution Code.

1830.210. Medical Necessity Criteria for MHP Reimbursement for Specialty Mental Health Services for Eligible Beneficiaries under 21 Years of Age.

(a) For beneficiaries under 21 years of age who do not meet the medical necessity requirements of Section 1830.205(b)(2) and (3), medical necessity criteria for specialty mental health services covered by this subchapter shall be met when all of the following exist:

- (1) The beneficiary meets the diagnosis criteria in Section 1830.205(b)(1),
- (2) The beneficiary has a condition that would not be responsive to physical health care based treatment, and
- (3) The requirements of Title 22, Section 51340(e)(3) are met; or, for targeted case management services, the service to which access is to be gained through case management is medically necessary for the beneficiary under Section 1830.205 or under Title 22, Section 51340(e)(3) and the requirements of Title 22, Section 51340(f) are met.

(b) The MHP shall not approve a request for an EPSDT Supplemental Specialty Mental Health Service under this section if the MHP determines that the service to be provided is accessible and available in an appropriate and timely manner as another specialty mental health service covered by this subchapter.

(c) The MHP shall not approve a request for specialty mental health services under this section in home and community based settings if the MHP determines that the total cost incurred by the Medi-Cal program for providing such services to the beneficiary is greater than the total cost to the Medi-Cal program in providing medically equivalent services at the beneficiary's otherwise appropriate institutional level of care, where medically equivalent services at the appropriate level are available in a timely manner.

NOTE: Authority cited: Section 14680, Welfare and Institutions Code.
Reference: Sections 5777, 14132, and 14684, Welfare and Institutions Code, and Title 42, Section 1396d(r), United States Code.