

Whole Person Care Pilot Program

MEMORANDUM OF UNDERSTANDING

January 1, 2018 through June 30, 2021

Between

County of Monterey, on behalf of the Monterey County Health Department

and

**Santa Cruz-Monterey-Merced Managed Medical Care Commission,
dba Central California Alliance for Health**

MEMORANDUM OF UNDERSTANDING

I. DECLARATION

This memorandum of understanding (MOU) is entered into, by and between the County of Monterey, on behalf of the **Monterey County Health Department**, hereinafter referred to as **Health**, and Santa Cruz-Monterey-Merced Managed Medical Care Commission, dba **Central California Alliance for Health**, hereinafter referred to as **CAAH**, for the purpose of facilitating services under the County of Monterey Whole Person Care Pilot Program (WPC).

II. BACKGROUND

The WPC is a five-year pilot program authorized under California's Medi-Cal 2020 waiver to test locally-based initiatives that will coordinate physical health, behavioral health, and social services for vulnerable Medi-Cal beneficiaries who are high users of multiple systems and continue to have or are at risk of poor health outcomes. The WPC will be in effect from date of execution of the underlying agreement between the State of California and **Health** (June 27, 2017) through June 30, 2021. The initial WPC focus population is:

- High cost, high utilizers of hospital emergency department and inpatient services who are exclusively homeless/chronically homeless Medi-Cal recipients or Medi-Cal eligible persons with no medical health home (including those released from jail) and having two or more of the following characteristics:
 - diagnosed mental illness,
 - diagnosed substance use disorder,
 - two or more mental health unit admissions in the prior twelve months,
 - two or more chronic health diagnoses,
 - two or more emergency department visits within the prior twelve months,
 - one or more hospital admissions within the prior twelve months, or
 - two or more significant medications prescribed.

CAAH is the Medi-Cal managed care health plan serving the County of Monterey, with the mission of providing accessible, quality health care guided by local innovation by connecting patients with providers that deliver timely services and preventive care. **CAAH** links its members to primary care physicians and clinics that deliver timely services and preventive care, and arrange referrals to specialty care. **CAAH** partners with thousands of Monterey County primary care physicians and health specialists.

Monterey County is the awardee of WPC funds provided by the State of California, and **Health** is the fiscal agent and the lead agency charged with implementing the WPC agreement. The MCHD Director of **Health** chairs the WPC Executive Committee. WPC seeks to serve a minimum of 600 Medi-Cal members currently enrolled in **CAAH** throughout in the duration of the WPC. In order to serve the targeted population of high utilizers, **CAAH** needs to identify and transmit to **Health** the Personally Identifiable Information (PII) and Protected Health Information (PHI) of those members who are high utilizers of emergency departments and hospitals and who fit the criteria described above, with the exception of cost, so that they may potentially be offered enrollment in the WPC.

As the lead agency charged with implementing WPC with State of California funding, **Health** must report to the state aggregated and deidentified WPC enrollee health outcomes for the purpose of measuring WPC efficacy.

III. PURPOSE

The purpose of this MOU is to describe and confirm the roles of **Health** and **CAAH** and streamline the process to exchange PII and PHI data.

IV. PRINCIPLES OF THE AGREEMENT

A. Health agrees to:

1. Provide WPC services in accordance with **Health's** agreement with California Department of Health Care Services to WPC-eligible CCAH Members. For the purposes of this MOU, CCAH Members shall be defined as members who are recipients of Medi-Cal only, linked to Monterey County in CCAH's system, and who appear on the high utilizer report referenced in Exhibit A(1).
2. Notify CCAH when CCAH Members are enrolled in WPC and provide CCAH with consent forms completed by CCAH Members enrolled in WPC.
3. Provide WPC-eligible enrollees with a consent form to share PII and PHI data form with CCAH (Medi-Cal provider) as a listed partner.

B. CCAH agrees to:

1. Provide **Health** with referrals of **CAAH** Members who are high utilizers of hospitals and emergency departments, and who meet other WPC-enrollee criteria, with the exception of cost.
2. Provide WPC-eligible enrollees with a consent form to share PII and PHI data form with CCAH (Medi-Cal provider) as a listed partner.
3. Notify CCAH when CCAH Members are enrolled in WPC and provide CCAH with consent forms completed by CCAH Members enrolled in WPC, as to those individuals who sign such consent forms authorizing the sharing of PHI and PII between CCAH and County.

C. Confidentiality and Records

Health and its employees, agents and contractors providing data and services under this MOU shall comply with all applicable provisions of law which provide for the confidentiality of records and prohibit their exposure for any purpose not directly connected with the provision of health care or the administration of public social services. Confidential medical or personal records and the identities of CCAH Members shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure, or it is otherwise permissible by law. Confidential information gained by **Health** from access to any such records, and from contact with CCAH Members, shall be used only as necessary to provide services under this MOU. The parties, through the Directors of the **Health** Department and **CAAH**, and their representatives, shall have access to such confidential information and records to the

extent allowed by law, and such information and records in the hands of the either party shall remain confidential and may be disclosed only as permitted or required by law.

Potential and enrolled WPC client PII and PHI that is transmitted between **CAAH** and **Health** will be transmitted via secure FTP, fax, or email. **Health** paper copies of emails and/or faxes will be kept in a locked cabinet, inside a locked office, within a locked area of the **Health** Department, and will be accessible only by the WPC Supervising Public Health Nurse and WPC Epidemiologist.

D. Maintenance of Records

The parties shall, at their sole discretion, prepare, maintain, and preserve all reports and records that may be required by Federal, State and County rules and regulations related to services performed under this MOU.

E. Data Transmission Requirements

1. **CAAH** and **Health** will provide each other with WPC patient-level data detailed in Exhibit A.
2. If DHCS requests additional data regarding the performance of work under this MOU, **CAAH** agrees to negotiate in good faith with **Health** to determine if **CAAH** is able to provide such additional data. No additional data will be provided until agreed upon in writing by both parties.

V. MOU Administrators

Health hereby designates Patricia Zerounian as its Administrator for this MOU. All matters concerning this MOU that are within the responsibility of **Health** shall be under the direction of, or shall be submitted to, the **Health** Administrator.

CAAH hereby designates Suzanne Skerness as its Administrator for this MOU. All matters concerning this MOU which are within the responsibility of **CAAH** shall be under the direction of, or shall be submitted to, the **CAAH** Administrator.

VI. PROTECTED HEALTH INFORMATION RE-DISCLOSURE

Information that is used, disclosed, accessed or exchanged pursuant to this MOU shall not be re-disclosed except as required or permitted by applicable federal and state law, including HIPAA, 42 CFR Part 2, California Confidentiality of Medical Information Act, LPS Act, Patient Access to Health Records Act, and other related laws and regulations.

VII. TERM AND TERMINATION

Term: The initial term (the "Initial Term") of this MOU shall begin on January 1, 2018

and end June 30, 2021. Upon expiration of the Initial Term, this MOU can be renewed for successive one-year periods (each a **Renewal Term**) with both parties' agreement until terminated in accordance with Termination section immediately below. "Initial Term" and "Renewal Term" may be used in this MOU interchangeably with "Term". Both parties agree that the service commitments may be renegotiated annually.

Termination: Either party may terminate this MOU with sixty (60) days advance written notice.

VIII. AMENDMENT

This MOU may be amended or modified upon mutual written consent of both parties.

IX. EXHIBITS

The following exhibit is incorporated herein by reference and constitutes a part of this MOU:

Exhibit A CCAH and Health Referral Process and Data Transmission

X. NOTICES

Notices required under this MOU shall be delivered personally or by first-class postage pre-paid mail to appropriate MOU administrators at the addresses listed below:

For Health Department:

Elsa Jimenez
Director of Health
County of Monterey
Department of Health
1270 Natividad Road
Salinas, CA 93906

For CCAH:

Suzanne Skerness
Chief Health Services Officer
Central Coast Alliance for Health
1600 Green Hills Rd #101
Scotts Valley, CA 95066

IN WITNESS WHEREOF, Health and CCAH have executed this MOU as of the dates written below.

Health Department:

Elsa Jimenez, Director of Health

DATE: _____, 20__

Central California Alliance for Health:



Suzanne Skerness, Chief Health Services Officer

DATE: 01-23, 2018

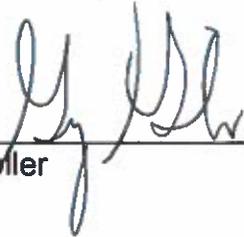
APPROVED AS TO LEGAL FORM:



Deputy County Counsel

DATE: 1/12, 2018

APPROVED AS TO FISCAL PROVISIONS:



Auditor-Controller

DATE: 1-12, 2018

REVIEWED AND APPROVED AS TO FISCAL PROVISIONS:

BY _____
Ezequiel Vega, Assistant Director of Health
Health Department

Date

Exhibit A

Whole Person Care Pilot CCAH and Health Referral Process and Data Transmission

1. **Referrals to the WPC – High Utilizer Report.** CCAH will provide Health with a monthly list of highest utilizers of Monterey County emergency departments and hospitals. High Utilizer is defined as a CCAH Medi-Cal member, linked to Monterey County in CCAH's system, who has at least four ED visits or three inpatient stays in the last twelve months, and two or more of the following chronic conditions: asthma, chronic obstructive pulmonary disease (COPD), diabetes, traumatic brain injury, chronic or congestive heart failure, coronary artery disease, chronic liver disease, dementia, substance use disorder (SUD), mental illness, or hypertension (HTN).
 - a. CCAH will provide data that includes patient name and CIN. Health represents that this is the minimum necessary data for population health management and/or care coordination under the WPC.
 - b. CCAH reports are generated with a 90-day lag, due to claims processing time. Therefore, the initial list shall be for the period from October 1, 2016 through September 30, 2017 and will be provided by CCAH to Health on January 2, 2018. Thereafter, beginning in February 2018, monthly lists will be issued within the first 10 business days of each month. The lists shall reflect the period from the first to the last day of the immediate preceding month, plus a 90-day lag (e.g, the October 2017 list will be issued in February 2018). These reports will only include CCAH members who are eligible as of the report date.
 - c. No patient-level data transmitted from CCAH will be re-disclosed. Only aggregate, de-identified data will be reported to DHCS according to the requirements described in the DHCS pilot program agreement with Health.
2. **Ongoing monthly data transmissions and WPC-Enrollee Report** pertaining to WPC-enrollees, shall begin for the period from January 1, 2018 and continue through June 30, 2021, to provide Health with data to measure WPC-enrollee health outcomes. Beginning in January 2018, on or before the 15th of each month, Health will use secure FTP to provide CCAH with a list of CCAH Members who are WPC-enrollees. Beginning in February 2018, on the 1st of each month, CCAH shall use such list of WPC-enrollees to provide Health with the WPC-Enrollee Report. However, if the 1st of the month is not a day on which CCAH's offices are open, the WPC-Enrollee Report will be provided to Health on the next business day. The WPC-Enrollee shall contain patient-level data consisting of CCAH Medi-Cal member/WPC enrollees by CIN, emergency department visits, all claims related to inpatient days, treatment facility names, Diagnosis Related Groups, and ICD 10 codes. The WPC-Enrollee Report will be generated with a rolling 12-month refresh and will include a 90-day lag due to claims processing time. Such reports will only include CCAH Members who maintained continuous eligibility throughout the reporting period and who are eligible as of the report date.

3. **CAAH** data shall be dated and provided in Excel CSV format, and shall be transmitted in a HIPAA compliant manner via FTP. PHI received by **Health** for the specified use in the agreement shall be destroyed properly and certificate of destruction shall be provided to **CAAH** after completion of the WPC.
4. **Health** will provide **CAAH** with copies of member-signed consent forms, authorizations, and a referral response form indicating the enrollment disposition for CCAH-referred persons. **CAAH** is not required to obtain authorization from each high utilizer they have identified prior to making the referral to **Health**, as **Health** is a business associate of the Department of Health Care Services, and the disclosure will be for permissible health care operation purposes, including conducting quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management and care coordination, contacting health care providers and patients with information about treatment alternatives, and other related functions.
5. **Health** and **CAAH** case managers will occasionally confer in person or by telephone regarding WPC enrollee individual health outcomes for **Health** case management and treatment services.
6. **HEDIS Measures.** Within CCAH capabilities, CCAH will provide aggregated HEDIS data (AMB, IPU, ACR) to Health, semi-annually. Data aggregation will be calculated for WPC-enrollees only. The HEDIS data will only include WPC-Enrollees, who are also CCAH Members who maintained continuous eligibility throughout the reporting period, and who are eligible as of the report date. . CCAH HEDIS data will be based on CCAH HEDIS data configurations
 - o Annual (1/1 to 12/31): CCAH HEDIS data will be supplied approximately 120 days after the end of the fourth quarter based upon a calendar year.
 - o Semi-annual: 7/1 to 6/30: CCAH HEDIS data will be supplied approximately 120 days after the end of the second quarter based upon a calendar year.