

TEMPLATE FOR MEMORANDUM OF UNDERSTANDING

BETWEEN

[PLAN]

AND

[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 (MCP) contract. Additionally, under the WCM, some CCS administrative functions that are currently the responsibility of the county CCS Programs will move to the WCM MCP.

CCS Program covered medical conditions are outlined and authorized in Title XXII, Section 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 *[COUNTY]* and *[MCP]* 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 MCP respective contract with DHCS [cross reference those contracts here]. This MOU explains how the [COUNTY] and [MCP] 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 [DATE]. 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 MCP 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 MCP 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 MCP 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 MCP 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.

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

[MCP Name]	[County] CCS Program
<p>[MCP] 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 [MCP] shall be referred to the county CCS Program. Additionally, potential CCS eligible beneficiaries identified by [MCP] authorized providers may be referred to the county CCS Program as appropriate.</p> <p>[MCP] shall inform the beneficiary and the family (or designated legal caregiver) within 90 days of referral to the CCS Program and the availability of the medical care related to the CCS eligible condition.</p> <p>[MCP] 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>[MCP] shall provide medical records to county CCS Program for annual medical review (AMR) of CCS Program eligibility.</p> <p>[MCP] shall provide notification and necessary documentation to the county CCS Program to assist with transition from managed care to CCS-State Only</p> <p>[MCP] shall provide notification to the county CCS Program when MCP becomes aware the beneficiary has moved out of the county.</p>	<p>The [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 [County] CCS Program/State shall inform the child and their family (or designated legal caregiver) of the CCS Program eligibility determination.</p> <p>The [County] CCS Program/State shall inform the child determined to be ineligible and their family (or designated legal caregiver) of the CCS Program eligibility appeal process.</p> <p>The [County] CCS Program/State shall communicate, to the MCP the CCS Program eligibility determination.</p> <p>The [County] CCS Program/State is responsible to obtain any additional information required (e.g. medical reports) to make a program eligibility determination.</p> <p>The [County] CCS Program/State shall provide notification to the MCP when county CCS Program becomes aware the beneficiary has moved out of the county.</p>

A. Beneficiary Eligibility and Enrollment (Case Identification and Referral)	
[MCP Name]	[County] CCS Program
[MCP] shall provide notification to the county CCS Program when MCP becomes aware the beneficiary has lost Medi-Cal eligibility.	

B. Case Management (Care Coordination)	
[MCP Name]	[County] CCS Program
<p>[MCP] shall provide case management services for CCS eligible conditions, coordinate benefits, and authorize services according to state regulations and guidelines.</p> <p>[MCP] shall authorize services based on medical necessity and/or evidence based guidelines, including durable medical equipment (DME).</p> <p>[MCP] shall inform members of the availability of the CCS Program and benefits as needed.</p> <p>[MCP] shall authorize a CCS paneled provider or center to treat and manage the CCS-eligible condition.</p> <p>[MCP] shall, as part of its provider education strategy, educate local providers about the local CCS Program and the ways that the PCP can assist with integration of CCS authorized services.</p> <p>[MCP] shall ensure that CCS eligible beneficiaries receive all medically necessary pediatric preventive services, including immunizations unless determined to be medically contraindicated.</p>	<p>The [County] CCS Administrator or designee shall request to meet and maintain communication with the [MCP] liaison or the [MCP] Utilization Management Director regarding beneficiaries, as often as necessary.</p> <p>The [County] CCS Medical Therapy Program (MTP) shall remain responsible for the provision of medically necessary occupational and physical therapy services prescribed by the [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.</p> <p>Upon notification a CCS child has lost Medi-Cal coverage, the [County] CCS Program/State shall ensure the coordination of High Risk Infant Follow-Up (HRIF) outpatient diagnostic services.</p> <p>The [County] CCS Program/State shall regularly communicate, share information via telephone and/or case management notes, written or electronic, with the local MCP to facilitate the care of CCS children and young adults who require services from both entities.</p>

B. Case Management (Care Coordination)

[MCP Name]	[County] CCS Program
<p>[MCP] shall ensure access or arrange for the provision of HRIF, case management services.</p> <p>[MCP] 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>[MCP] 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>[MCP] 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>[MCP] shall regularly 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>	

B. Case Management (Care Coordination)

[MCP Name]	[County] CCS Program
<p>The [MCP] 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>[MCP] shall coordinate with the local CCS MTU to ensure appropriate access to MTP services.</p> <p>[MCP] may consult with MTP to coordinate DME equipment needs of clients.</p>	

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)

[MCP Name]	[County] CCS Program
<p>[MCP] shall create and maintain a clinical advisory committee composed of:</p> <ul style="list-style-type: none"> • [MCP] chief medical officer or designee; • County CCS medical director or designee, and • At least four CCS-paneled providers • Clinical Advisory Committee shall meet as often as needed <p>[MCP] shall establish a Family Advisory Committee (FAC). The FAC shall ensure 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 [County] CCS Program medical director or designee shall actively participate in the [MCP] CCS Clinical Advisory Committee by attending meetings, engaging in discussion, offering feedback and recommendations, etc.</p> <p>[County] CCS Program will provide a representative to participate in the Family Advisory Committee.</p>

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)

[MCP Name]	[County] 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>[MCP] will work with County CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC.</p> <p>[MCP] will work with CCS families to ensure they understand the FAC's role and their role as members of the FAC.</p> <p>[MCP] may provide a reasonable per diem payment to enable in-person participation in the advisory committee.</p>	

D. Continuity of Care

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

D. Continuity of Care	
[MCP Name]	[County] 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 the DHCS director.</p> <p>[MCP] 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 the MCP.</p>	

E. Data and Information Sharing (HIPAA/Medical Records Sharing)	
[MCP Name]	[County] CCS Program
<p>[MCP] shall ensure any subcontractors that create, receive, maintain, or transmit protected health information on behalf of [MCP] agree to the same restrictions, conditions, and requirements that apply to [MCP].</p> <p>[MCP] 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 (HIPPA) requirements. These P&Ps shall be attached to this MOU within 90-days of execution.</p>	<p>The [County] CCS Program/State shall ensure any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the [County] CCS Program agree to the same restrictions, conditions, and requirements that apply to the [County] CCS Program.</p> <p>The [County] CCS Program/State shall, in collaboration with [MCP], 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 (HIPPA) requirements. These policies and procedures shall be attached to this MOU within 90-days of execution.</p>

F. Dispute Resolution	
[MCP Name]	[County] CCS Program
<p>[MCP] shall designate appropriate staff to participate in a dispute resolution, at a minimum, a quarterly meeting with CCS</p>	<p>The [County] CCS Program shall designate appropriate staff to participate in a dispute resolution, at a minimum, a</p>

F. Dispute Resolution	
[MCP Name]	[County] CCS Program
<p>Program/liaison staff regarding operational and administrative issues.</p> <p>[MCP] will respond timely to CCS Program.</p>	<p>quarterly meeting with CCS Program/liaison staff regarding operational and administrative issues.</p> <p>The CCS Program will respond timely to the [MCP].</p>

G. Neonatal Intensive Care Unit (NICU)	
[MCP Name]	[County] CCS Program
<p>[MCP] shall authorize NICU acuity assessment and pay for NICU services in Independent Carved-In counties.</p> <p>[MCP] shall authorize for NICU acuity assessments services in Independent and Dependent Carved-Out counties.</p>	

H. Quality Assurance and Monitoring	
[MCP Name]	[County] CCS Program
<p>[MCP] shall participate, at a minimum, in quarterly meetings with the county CCS Program to update P&Ps and protocols as appropriate. The MCP and County may establish frequency of meetings.</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 MCP and local CCS Program.</p>	<p>The [County] CCS Program shall participate, at a minimum, in quarterly meetings with [MCP] to update P&Ps and protocol as appropriate. The MCP and County may establish frequency of meetings.</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 MCP and local CCS Program.</p>

I. Subcontractor	
[MCP Name]	[County] CCS Program
[MCP] shall ensure all subcontractors follow SB 586 guidelines that apply to [MCP].	The [County] CCS Program shall ensure all subcontractors follow SB 586 guidelines that apply to the [County] CCS Program.

VIII. AMENDMENTS

The County and MCP 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 MCP 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 MCP shall also submit the contact information for their respective liaisons to DHCS.

X. BUSINESS ASSOCIATE AGREEMENT

County and MCP shall incorporate the enclosed Business Associate Agreement (BAA) and the Social Security Administration Agreement (SAA), as necessary, 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.

CCS County Program Director **Date**

CCS County Medical Director **Date**

[MCP] Executive Director **Date**

[MCP] Chief Medical Officer **Date**