



AMENDMENT NO. 1 TO the MEMORANDUM OF UNDERSTANDING
Between
Partnership HealthPlan of California (“PHC”)
And
Siskiyou County Health and Human Services Agency
April 16, 2019

This amendment (the “Amendment”) is made by Partnership HealthPlan of California (“PHC”) and Siskiyou County Health and Human Services Agency, parties to the Behavioral Health Memorandum of Understanding dated April 16th, 2019. This Amendment is to be effective the last date of signature.

RECITALS

WHEREAS, the Parties entered into a Memorandum of Understanding, dated April 16th, 2019;

WHEREAS, the Parties desire to amend the terms of the Agreement as set forth below:

1. Table: Row - Referrals For Substance Use Services which outlines the responsibility of each Party is hereby removed and deleted in its entirety.
2. Term: The Term section is hereby removed in its entirety and replaced with the following Term section:

Term: The term of this MOU is in effect from the last date of signature below and shall remain in effect for five (5) years or until terminated by mutual agreement by all Parties.

FURTHERMORE, except as specifically modified and amended hereby, all of the terms, provisions, requirements and specifications contained in the Agreement will remain in full force and effect.

This Amendment may be executed by electronic signature or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS THEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment to be effective the date indicated above.

<<Signature Page to Follow>>

COUNTY OF SISKIYOU

Date: _____

Ray Haupt, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors
By: _____
Deputy

CONTRACTOR: Partnership HealthPlan of California (a nonprofit healthcare corporation)

10/11/2021
Date: _____

DocuSigned by:
Elizabeth Gibboney
AB41EE755F7E422...
Elizabeth Gibboney, Chief Executive Officer

10/11/2021
Date: _____

DocuSigned by:
Robert Moore
C5913FCAA14E4AD...
Robert Moore, MD, MPH, MBA, Chief Medical Officer

10/14/2021
Date: _____

DocuSigned by:
Peggy Hoover
23DBDE028A6D450...
Peggy Hoover, RN, Senior Director of Health Services

License No.: _____ N/A _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D: On File

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)
2122 401030 551800
Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: N/A

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)
AND
PARTNERSHIP HEALTH PLAN OF CALIFORNIA (PHC)**

This MEMORANDUM OF UNDERSTANDING (MOU) is made by and between SISKIYOU County Health and Human Services Agency (hereafter referred to as County) and PARTNERSHIP HEALTHPLAN OF CALIFORNIA, a nonprofit healthcare corporation (hereinafter referred to as PHC) in order to implement: (1) certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services), (2) Welfare and Institutions Code Sections 14132.03 and 14189, and (3) California Department of Health Care Services (DHCS) All-Plan Letters 15-007, 17-018 and 18-015 and MHSUDS Information Notice 16-061.

The purpose of this Memorandum of Understanding is to describe the responsibilities of the County and of PHC in the delivery of behavioral health services to Medi-Cal beneficiaries who are served by both parties. It is the intention of both parties to coordinate the care administered by each agency in order to ensure that PHC beneficiaries receive high quality, appropriate care.

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
BASIC REQUIREMENTS	COUNTY shall ensure that policies and procedures address the management of the care of individuals served by both the COUNTY and PHC, including but not limited to the following: screening assessment and referrals, medical necessity determination, care coordination, and exchange of medical information.	PHC shall ensure that policies and procedures address the management of the care of individuals served by both the COUNTY and PHC, including but not limited to the following: screening, assessment and referrals; medical necessity determination; care coordination; and exchange of medical information.
ORGANIZATION OF MENTAL HEALTH MANAGEMENT	Not Applicable.	PHC has contracted with Beacon Health Options (BHO) to administer the Outpatient Mental Health Benefit as described in Attachment 1 to this MOU. BHO contracts with College Health IPA (CHIPA) to provide the provider network and utilization management services for the Outpatient Mental Health Benefit. For the purposes of this MOU, PHC is the primary contact with the COUNTY and may involve BHO or CHIPA representatives in meetings with the COUNTY, as necessary.
COVERED SERVICES AND POPULATIONS	With or without referral by PHC or BHO providers or PHC staff, the COUNTY will provide 24 hour a day, 7 days a week access to specialty mental health services for PHC beneficiaries who meet the criteria outlined in Title 9, Sections 1830.205 and 1830.210 of the California Code of Regulations, and under the COUNTY columns in Attachment 1 of this MOU. The toll-free, statewide number to access these services is 800-842-8979.	PHC will provide PHC beneficiaries with all covered health care services as specified in the PHC contract with DHCS and under the Medi-Cal column in Attachment 1 of this MOU. BHO may be reached 24/7 for covered outpatient mental health services at (855) 765-9703. For non-behavioral health care issues, PHC's toll-free,

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
	<p>The parties acknowledge the shared responsibility, consistent with Title 9, for treatment of eating disorders that meet the COUNTY criteria for mental health services and the Plan's criteria for treatment of the beneficiary's physical health care needs.</p> <p>(Title 9 CCR Section 1830.205 (b) (3) (C))</p>	<p>statewide number to access non-mental health services is (800) 863-4155.</p> <p>The parties acknowledge the shared responsibility, consistent with Title 9, for treatment of eating disorders that meet the COUNTY criteria for mental health services and the Plan's criteria for treatment of the beneficiary's physical health care needs.</p>
<p>OVERSIGHT RESPONSIBILITIES OF THE COUNTY AND PHC</p>	<p>The COUNTY will designate an oversight team responsible for:</p> <ul style="list-style-type: none"> • program oversight • quality improvement • problem and dispute resolution • ongoing management of the MOU <p>Additionally, the COUNTY will designate a multidisciplinary clinical team for oversight of clinical operations including:</p> <ul style="list-style-type: none"> • screening • assessment • referrals • case management • care coordination • exchange of medical information <p>The oversight team and multidisciplinary clinical team may be the same teams.</p>	<p>PHC will designate an oversight team responsible for:</p> <ul style="list-style-type: none"> • program oversight • quality improvement • problem and dispute resolution • ongoing management of the MOU <p>Additionally, PHC will designate a multidisciplinary clinical team for oversight of clinical operations including:</p> <ul style="list-style-type: none"> • screening • assessment • referrals • case management • care coordination • exchange of medical information <p>The oversight team and multidisciplinary clinical team may be the same teams.</p>
<p>SCREENING, ASSESSMENT AND REFERRAL</p>	<p>COUNTY agrees to the screening and assessment tools; examples provided in Attachments 2a-2c with current versions available on the Beacon website, https://www.beaconhealthoptions.com/providers/forms-and-resources/ for use in determining if the PHC beneficiary's mental health needs should be addressed by the COUNTY or PHC. The COUNTY makes every effort to provide screening and assessments in a timely manner and follows the guidelines the Medicaid managed care final rule network adequacy standards of appointments offered within 15 business days for psychiatric services and 10</p>	<p>PHC and BHO agree to the screening and assessment tools; examples provided in Attachments 2a-2c with current versions available on the Beacon website, https://www.beaconhealthoptions.com/providers/forms-and-resources/ for use in determining if the PHC beneficiary's mental health needs should be addressed by the COUNTY or PHC. PHC agrees that the screening and assessment should be completed within 1 business day of the initial referral of the PHC beneficiary for services, or of the PHC beneficiary's initial request for services.</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
	<p>business days for outpatient services (see attached document pages 17 and 20) of the initial referral of the PHC beneficiary for services, or of the PHC beneficiary's initial request for services.</p> <p>COUNTY agrees to accept referrals from Partnership or Beacon staff, providers, and from PHC beneficiaries' self-referrals for determination of medical necessity for specialty mental health services. COUNTY shall refer PHC beneficiaries to BHO or PHC when the service needed is one provided by BHO or PHC and when the COUNTY determines that the PHC beneficiary does not meet the specialty mental health medical necessity criteria.</p>	<p>PHC and BHO agree to accept referrals from COUNTY staff, providers, and from PHC beneficiaries' self-referrals for determination of medical necessity for PHC-covered mental health services. PHC and BHO shall refer PHC beneficiaries to COUNTY when the service needed is one provided by COUNTY and when BHO or PHC determines that the PHC beneficiary does not meet the specialty mental health medical necessity criteria.</p>
PHC BENEFICIARY AND PROVIDER EDUCATION	<p>The COUNTY will collaborate with PHC to meet the requirements for coordination of PHC beneficiary and provider information regarding access to PHC and COUNTY covered mental health services.</p>	<p>PHC will collaborate with the COUNTY to meet the requirements for coordination of PHC beneficiary and provider information regarding access to PHC and COUNTY covered mental health services.</p>
AFTER HOURS POLICIES AND PROCEDURES	<p>COUNTY policies will be provided to PHC that govern after-hours access for PHC beneficiaries and providers including 24/7 emergency access.</p>	<p>PHC policies will be provided to COUNTY that govern after-hours access for PHC beneficiaries and providers including 24/7 emergency access.</p>
CARE COORDINATION	<p>Consistent with Welfare and Institutions Code Section 5328, COUNTY will identify a point of contact from the COUNTY who will initiate, provide and maintain ongoing care coordination as mutually agreed upon in PHC's and the COUNTY's protocols.</p> <p>Care coordination will include:</p> <ol style="list-style-type: none"> 1. Coordination of care for inpatient mental health treatment provided by the COUNTY, including a notification process between the COUNTY and PHC within 24 hours of admission and discharge to arrange for appropriate follow-up services, and follow a process for reviewing and updating the care plan of PHC beneficiaries, as clinically indicated (i.e., following crisis intervention or hospitalization). The process includes triggers for updating care plans and coordinating with BHO providers; and 2. Transition of care for PHC beneficiaries transitioning to or from PHC to COUNTY services. 	<p>Consistent with Welfare and Institutions Code Section 5328, PHC will identify a point of contact who will initiate, provide and maintain ongoing care coordination as mutually agreed upon in PHC's and the COUNTY's protocols.</p> <p>Care coordination will include:</p> <ol style="list-style-type: none"> 1. Coordination of care for inpatient mental health treatment provided by the COUNTY, including a notification process between the COUNTY and PHC within 24 hours of admission and discharge to arrange for appropriate follow-up services, and follow a process for reviewing and updating the care plan of PHC beneficiaries, as clinically indicated (i.e., following crisis intervention or hospitalization). The process includes triggers for updating care plans and coordinating with BHO providers; and 2. Transition of care for PHC beneficiaries transitioning to or from PHC to COUNTY services.

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
	<p>COUNTY and PHC will conduct regular meetings to review referral, care coordination and information exchange protocols and processes.</p>	<p>PHC and COUNTY will conduct regular meetings to review referral, care coordination and information exchange protocols and processes.</p>
CONSULTATION	<p>COUNTY may provide clinical consultation at the discretion of the COUNTY provider, and training to PHC clinicians and/or PHC staff on various topics as requested and mutually agreed upon, including but not limited to the following:</p> <ul style="list-style-type: none"> • Recommended health care based treatment for diagnosed conditions; • Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnoses; atypical symptoms patterns); • Treatment of stabilized but serious and debilitating mental disorders; • Complex Psychotropic medications practices (medication interactions, polypharmacy, use of new Psychotropic medications); • Treatment of complicated sub-syndrome Psychiatric symptoms; • Treatment of Psychiatric symptoms precipitated by medications used to treat medical conditions; • Treatment of mental disorders that are the responsibility of PHC. <p>Clinical consultation and training may be arranged by the COUNTY Medical Director or Clinician Designee in collaboration and consultation with PHC's Clinical Behavioral Health Director or Clinician Designee, and may include conferencing in-person or by telephone as arranged between the parties.</p> <p>[Title 9 CCR Section 1810.370 (a) (2)] [Title 9 CCR Section 1810.415 (a)]</p>	<p>PHC, BHO and/or their providers may provide clinical consultation and training to COUNTY staff and/or its providers on various topics as requested and mutually agreed upon, including but not limited to the following:</p> <ul style="list-style-type: none"> • Acquiring access to covered PHC medical services; • Acquiring access to covered outpatient mental health services; • Treatment of physical symptoms precipitated by medications used to treat mental disorders; • Treatment of complicated sub-syndrome medical symptoms; • Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice. <p>Clinical consultation and training will be arranged in collaboration and consultation with the COUNTY Medical Director, or Clinical Designee, and may include written, telephone conferencing, or in-person settings as arranged between the parties.</p>
LABORATORY TESTING	<p>COUNTY's providers will utilize services of PHC's contracted laboratory providers as needed in connection</p>	<p>PHC will provide the COUNTY with information concerning the contracted laboratory. The COUNTY and its providers</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
	<p>with the administration and management of psychotropic medications.</p> <p>[Title 9 CCR Section 1810.370 (a) (4) (A)]</p>	<p>will be notified of any changes. Contracted labs may be found in PHC's Provider Directories, by county, at www.partnershipphp.org.</p> <p>PHC will pay for clinical laboratory tests required to administer and manage PHC beneficiaries' prescribed psychotropic medication by COUNTY providers for PHC beneficiaries.</p>
EMERGENCY ROOM SERVICE – IN AND OUT OF AREA	<p>COUNTY will provide 24-hour consultation to consult with Emergency Room staff in the management of PHC beneficiaries experiencing a psychiatric emergency.</p>	<p>PHC will pay facility charges to hospital emergency rooms for psychiatric emergencies of PHC beneficiaries, unless the beneficiary is admitted to a psychiatric inpatient bed at the same facility, in which case there is no separate payment for emergency department (ED) facility.</p>
NURSING FACILITY SERVICES	<p>COUNTY will arrange and pay for locked long term treatment facilities, including mental health rehabilitation centers (MHRC), i.e., Institutions for Mental Disease (IMDs), for PHC beneficiaries who meet COUNTY medical necessity criteria and whom the COUNTY has determined require that level of intensive supportive treatment.</p> <p>COUNTY and PHC will work together to develop a process for reviewing the care of PHC beneficiaries who do not meet the COUNTY medical necessity criteria.</p> <ul style="list-style-type: none"> • Those that are determined not to meet the COUNTY medical necessity criteria and who do meet PHC medical necessity criteria become the responsibility of the PHC for placement and payment. • When the PHC beneficiary does not meet the criteria for either the COUNTY or the PHC, there will be a mutual plan developed in an effort to assure appropriate placement of the PHC beneficiary. 	<p>PHC will arrange and pay for nursing facilities service for PHC beneficiaries who do not meet the COUNTY's medical necessity criteria for IMD or MHRC services.</p> <p>PHC and COUNTY will work together to develop a process for reviewing PHC beneficiaries who do not meet the medical necessity criteria for current placement.</p> <ul style="list-style-type: none"> • PHC will assume the responsibility of payment and placement of those who meet Nursing Facility medical necessity criteria.
INPATIENT PSYCHIATRIC HISTORY AND PHYSICALS	<p>COUNTY is responsible for specialty mental health services provided in psychiatric inpatient hospitals in accordance with Title 9, CCR, Section 1774.</p> <p>COUNTY will utilize PHC contracted providers when available to perform medical histories and physical</p>	<p>PHC will arrange and pay for professional services for medical histories, physical examinations, and non-mental health specialty consults required for hospital admissions or hospital treatment for mental health services to PHC beneficiaries.</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
	<p>examinations required for inpatient psychiatric hospital admissions for mental health services for PHC beneficiaries unless otherwise covered by the inpatient psychiatric hospital's per diem rate.</p> <p>With pre-authorization, the COUNTY pays for psychiatric professional services for Electroconvulsive Therapy (ECT) and facility charges if ECT is provided in a psychiatric facility.</p>	<p>PHC reimburses for the pre-ECT evaluation for: medically necessary physical health services by non-mental health providers, labs & x-rays, anesthesia services at the time of ECT, and hospital charges if the service is performed in a non-psychiatric facility.</p>
<p>INFORMATION EXCHANGE</p>	<p>COUNTY and PHC will have policies that ensure timely sharing of information. The policies and procedures shall describe agreed upon roles and responsibilities for sharing protected health information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3), and in compliance with HIPAA as well as other State and federal privacy laws. Such information may include, but is not limited to, PHC beneficiary demographic information, diagnosis, treatment plan, medications prescribed, laboratory results, referrals/discharges to/from inpatient and crisis services, and known changes in condition that may adversely impact the PHC beneficiary's health and/or welfare.</p> <p>[Title 9 CCR Section 1810.310 (a) (9)] [Title 9 CCR Section 1810.370(a)(3)] [Title 9 CCR Section 1810.415 (b)] (Welfare and Institutions Code Section 5328)</p>	<p>PHC and will have policies that ensure timely sharing of information. The policies and procedures shall describe agreed upon roles and responsibilities for sharing protected health information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3), and in compliance with HIPAA as well as other State and federal privacy laws. Such information may include, but is not limited to, PHC beneficiary demographic information, diagnosis, treatment plan, medications prescribed, laboratory results, referrals/discharges to/from inpatient and crisis services, and known changes in condition that may adversely impact the PHC beneficiary's health and/or welfare.</p>
<p>APPEAL RESOLUTION PROCESS</p>	<p>COUNTY will ensure that PHC beneficiaries and providers are given an opportunity for reconsideration and an appeal for denied, reduced, or terminated services.</p> <p>COUNTY will ensure that PHC beneficiaries receiving specialty mental health services and/or prescribed psychiatric medications when medically safe will continue to receive those services while the dispute is being resolved.</p> <p>(Title 9 CCR Section 1850.205 et. Seq.) (Title 9 CCR Section 1850.305 et. Seq.)</p>	<p>PHC will ensure that PHC beneficiaries and providers are given an opportunity for reconsideration and an appeal for denied, reduced, or terminated services. PHC will ensure that medically necessary services and/or prescribed medications when medically safe continue to be provided to PHC beneficiaries receiving such services while the dispute is being resolved.</p> <p>BHO will ensure that PHC beneficiaries and providers are given an opportunity for reconsideration and an appeal for denied, reduced, or terminated outpatient mental health services. BHO will ensure that medically necessary services continue to be provided to PHC beneficiaries receiving such</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
<p>GRIEVANCES AND COMPLAINTS</p>	<p>COUNTY has established a process for PHC beneficiaries and providers to register grievances regarding any aspect of the specialty mental health care they receive or fail to receive from the COUNTY.</p> <p>COUNTY brochures and grievance forms are available at all services sites.</p> <p>COUNTY and PHC will coordinate resolution activities where both plans are involved.</p> <p>(Title 9 CCR Section 1850.205 et. Seq.) (Title 9 CCR Section 1850.305 et. Seq.)</p>	<p>services while the dispute is being resolved.</p> <p>PHC and BHO have an established process for PHC beneficiaries and providers to register complaints regarding any aspect of the health care they receive or fail to receive from PHC, or any aspect of the outpatient mental health care they receive or fail to receive from BHO.</p> <p>PHC grievance packets are available at PHC or may be obtained by calling 800-863-4155.</p> <p>BHO packets are available from BHO by calling (855) 765-9703.</p> <p>PHC or BHO and COUNTY will coordinate resolution activities where both plans are involved.</p>
<p>DISPUTE RESOLUTION</p>	<p>Disagreements and disputes will be brought to a meeting of the COUNTY and PHC liaisons and Clinical Director or Agency Designee for resolution. COUNTY staff will make a good faith effort to agree to resolutions that are in the best interest of PHC beneficiaries and are agreeable to all parties involved.</p> <p>COUNTY agrees to follow dispute resolution procedures as required in Title 9 CCR Section 1850.505 as noted in Attachment 3.</p> <p>PHC beneficiaries will continue to receive medically necessary services while the disagreement or dispute is being resolved in accordance with Title 9, Section 1850.525.</p>	<p>Disagreements and disputes will be brought to a meeting of the PHC and COUNTY liaisons and Clinical Directors for resolution. PHC staff will make a good faith effort to agree to resolutions that are in the best interest of PHC beneficiaries and are agreeable to all parties involved.</p> <p>PHC agrees to follow dispute resolution procedures as required in Title 9 CCR Section 1850.505 as noted in Attachment 3.</p> <p>PHC beneficiaries will continue to receive medically necessary services while the disagreement or dispute is being resolved.</p>
<p>REPORTING AND QUALITY IMPROVEMENT REQUIREMENTS</p>	<p>COUNTY will work with PHC to monitor the measures outlined in Attachment 4, and to jointly address quality improvement requirements for mental health services, including:</p> <ul style="list-style-type: none"> Regular meetings to review the referral and care coordination process and to monitor PHC beneficiary engagement and utilization; 	<p>PHC will work with COUNTY to monitor the measures outlined in Attachment 4, and to jointly address quality improvement requirements for mental health services/ of access, appropriateness of referrals, cross-system referrals, continuity and coordination of care, utilization of resources, satisfaction, adherence to protocols and guidelines, and outcomes of treatment, including measures to track program</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
	<ul style="list-style-type: none"> At least semi-annual review of referral and care coordination processes to improve quality of care and summarize quality findings (in collaboration with DHCS). These summary reports shall be completed at least semi-annually and address the systemic strengths and barriers to effective collaboration between PHC and COUNTY. Reports that track cross-system referrals, PHC beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including but not limited to the number of disputes between the COUNTY and PHC; the dispositions/outcomes of those disputes; the number of grievances related to referrals and network access; and the dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by PHC beneficiaries receiving such services from PHC and the COUNTY, as well as quality strategies to address duplication of services. Performance measures and quality improvement initiative to be determined in collaboration with DHCS. 	<p>compliance and success towards projected outcomes.</p> <p>COUNTY and PHC will meet at least semi-annually to review the quality of the program and summarize their findings in reports that include the tracking of cross system referrals, PHC beneficiary engagement and service utilization and other identified performance measures and quality strategies. The meetings may be by phone, video, or in person.</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
PARITY		<p>PHC will ensure continued compliance with 42 CFR §428.910(b), ensuring that treatment limitations for mental health benefits are not more restrictive than the predominant treatment limitations applied to medical or surgical benefits. Neither a referral from a PCP or a prior authorization is required for a PHC beneficiary to seek an initial mental health assessment from a PHC network mental health provider.</p>
REFERRALS FOR SUBSTANCE USE SERVICES	<p>COUNTY will provide PHC with information on how beneficiaries can be referred for substance use services provide or managed by the County, pursuant to 22 CCR Sections 51341.1 and 51328.</p>	<p>PHC shall identify individuals requiring alcohol or substance use disorder treatment services and arrange for their referral to COUNTY in the manner identified by the County.</p>

RESPONSIBILITY	SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)	PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC)
TRANSPORTATION	<p>Non-Medical Transport: PHC will arrange and pay for transportation services at current Medi-Cal rates relating to County administered Medi-Cal services for PHC beneficiaries who meet the attestation requirements of PHC.</p> <p>Non-Emergency Medical Transportation: consistent with California Code of Regulations Section 1810.355, the COUNTY is responsible for non-emergency medical transportation to transport a PHC beneficiary from a psychiatric inpatient facility to another psychiatric inpatient facility, or to another type of 24 hour psychiatric care facility because the services in the facility to which the PHC beneficiary is being transported will result in lower costs to the Mental Health Plan.</p> <p>PHC will arrange and pay for all other non-emergency medical transportation services for PHC beneficiaries at current Medi-Cal rates who meet the attestation requirements of the Plan.</p> <p>Emergency Medical Transportation: PHC maintains the responsibility to pay for emergency transportation services at current Medi-Cal rates.</p>	<p>Non-Medical Transport: PHC will arrange and pay for transportation services relating to County administered Medi-Cal services for PHC beneficiaries at current Medi-Cal rates who meet the attestation requirements of PHC.</p> <p>Non-Emergency Medical Transportation: consistent with California Code of Regulations Section 1810.355, the COUNTY is responsible for non-emergency medical transportation to transport a PHC beneficiary from a psychiatric inpatient facility to another psychiatric inpatient facility, or to another type of 24 hour psychiatric care facility because the services in the facility to which the PHC beneficiary is being transported will result in lower costs to the Mental Health Plan.</p> <p>PHC will arrange and pay for all other non-emergency medical transportation services at current Medi-Cal rates for PHC beneficiaries who meet the attestation requirements of the Plan.</p> <p>Emergency Medical Transportation: PHC maintains the responsibility to pay for emergency transportation services at current Medi-Cal rates.</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY)
AND
PARTNERSHIP HEALTH PLAN OF CALIFORNIA (PHC)**

Term: This MOU is in effect from the last date of signature below and shall remain in full force and effect for 3 years until 2021 terminated by mutual agreement by all parties.

Counterparts: This MOU may be executed by electronic signature or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Brandon A. Criss

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

Date: 4/16/19

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Dige
Deputy

CONTRACTOR: Partnership Health Plan of California (a nonprofit healthcare corporation)

Date: 4/4/19
Elizabeth Gibbooney
Elizabeth Gibbooney, Chief Executive Officer

Date: 3/5/19
Robert Moore
Robert Moore, MD, MPH, MBA, Chief Medical Officer

Date: 3/6/19
Peggy Hoover
Peggy Hoover, RN, Senior Director of Health Services

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D.: On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2122	401030	551800	

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: N/A

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Attachment 1 Mental Health Services Description Chart for Medi-Cal Managed Care Members			
DIMENSION	Medi-Cal 1	MHP ² OUTPATIENT	MHP INPATIENT
ELIGIBILITY	<p>Mild to Moderate Impairment in Functioning</p> <p>A member is covered by the MCP for services if he or she meets all of the following criteria:</p> <ul style="list-style-type: none"> 1. Has an included mental health diagnosis; 2. Has a significant impairment in an important area of life function, or a reasonable probability of significant deterioration in an important area of life function, or a reasonable probability of not progressing developmentally as individually appropriate; 3. The focus of the proposed treatment is to address the impairment(s) described in #2; 4. The expectation that the proposed treatment will significantly diminish the impairment, prevent significant deterioration in an important area of life function, and 5. The condition would not be responsive to physical health care-based treatment. <p>Note: For members under age 21 who meet criteria for EBSID specialty mental health services, the criteria above for a range of impairment levels also include treatment that allows the child to progress developmentally as individually appropriate.</p>	<p>Significant impairment in Functioning</p> <p>A member is eligible for services if he or she meets all of the following medical necessity criteria:</p> <ol style="list-style-type: none"> 1. Has an included mental health diagnosis; 2. Has a significant impairment in an important area of life function, or a reasonable probability of significant deterioration in an important area of life function, or a reasonable probability of not progressing developmentally as individually appropriate; 3. The focus of the proposed treatment is to address the impairment(s) described in #2; 4. The expectation that the proposed treatment will significantly diminish the impairment, prevent significant deterioration in an important area of life function, and 5. The condition would not be responsive to physical health care-based treatment. <p>Note: For members under age 21 who meet criteria for EBSID specialty mental health services, the criteria above for a range of impairment levels also include treatment that allows the child to progress developmentally as individually appropriate.</p>	<p>Emergency and Inpatient</p> <p>A member is eligible for services if he or she meets the following medical necessity criteria:</p> <ol style="list-style-type: none"> 1. An included diagnosis; 2. Cannot be safely treated at a lower level of care; 3. Requires inpatient hospital services due to one of the following which is the result of an included mental disorder: <ol style="list-style-type: none"> a. Symptoms or behaviors which represent a current danger to self or others, or significant property destruction; b. Symptoms or behaviors which prevent the beneficiary from providing for, or utilizing, food, clothing, or shelter; c. Symptoms or behaviors which present a severe risk to the beneficiary's physical health; d. Symptoms or behaviors which represent a recent significant deterioration in ability to function; e. Psychiatrist evaluation or treatment which can only be performed in an acute psychiatric inpatient setting or through urgent or emergency intervention provided in the community or clinic; and f. Serious adverse reactions to medications, procedures or therapies requiring continued hospitalization.

1. Medi-Cal Managed Care Plan
 2. County Mental Health Plan, Medi-Cal Specialty Mental Health Services
 3. Current policy is based on DSM IV and will be updated to DSM 5 in the future
 4. As specified in Regulations Title IX, Sections 1430.235 and 1430.236 for adults, and 1430.210 for those under age 21

DIMENSION SERVICES	Medi-Cal ⁵	MHP ⁶ OUTPATIENT	MHP INPATIENT
	<p>Mental health services when provided by licensed mental health care professionals (as defined in the Medi-Cal provider bulletin) acting within the scope of their license:</p> <ul style="list-style-type: none"> • Individual and group mental health evaluation and treatment (psychotherapy) • Psychological testing when clinically indicated to evaluate a mental health condition • Outpatient services for the purposes of monitoring medication therapy • Outpatient laboratory, medications, supplies, and supplements • Psychiatric consultation 	<p>Medi-Cal Specialty Mental Health Services:</p> <ul style="list-style-type: none"> • Mental Health Services <ul style="list-style-type: none"> c Assessment c Plan development c Therapy c Rehabilitation c Colateral • Medication Support Services • Day Treatment Intensive • Day Rehabilitation • Crisis Residential • Adult Crisis Residential • Crisis Intervention • Crisis Stabilization • Targeted Case Management 	<ul style="list-style-type: none"> • Adults psychiatric inpatient hospital services • Psychiatric Health Facility Services • Psychiatric Inpatient Hospital Professional Services if the beneficiary is in fee-for-service hospital

⁵ Medi-Cal Managed Care Plan
⁶ County Mental Health Plan Medi-Cal Specialty Mental Health Services

Child 0-5 Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary

MEMBER INFO

Patient Name: _____ Date of Birth: / / M F
 Medical # (OHID): _____ Longitudinal Requirements: _____
 Address: _____ Phone: _____
 City: _____ Zip: _____
 Specialty/Question: _____
 Referral need in (diagnosis): _____
 Document Included: required consent completed no notes yes assessment other
 Primary Care Provider: _____ Phone: _____
 Referring Provider Name: _____ Phone: _____
 Referring/reading provider type: PCP MCHL case specialist other
 requested service: outpatient therapy medication management assessment for specialty mental health services

List A: Provisional Diagnosis

Attention Deficit/Hyperactivity Disorder
 Bipolar Disorder
 Depression
 Anxiety Disorder
 Intellectual Disability
 Adjustment Disorder
 Personality Disorder (see last page)
 Eating Disorder
 Parasitic Developmental Disorder (except Autism)
 Disruptive Behavior/Attention Deficit D/O
 Feeding and eating D/O, Elimination D/O
 Other (specify all (family) childhood illnesses)
 Somatoform disorders
 Encephalopathy
 Periodic Disorders
 Prionitis
 Gender Identity Disorder

List B: Functional impairment in the domain (condition, acute, mental disorder)

Family/Social Relations: frequent arguing, difficulty maintaining positive relationships
 Living Situation: moderate problems maintaining behavior, creating problems for other residents, parent concerned w/ livability
 Parental Discipline: (if applicable) exhibiting behaviors in this setting, creating significant problems for others
 Restrictions - restricts only, shows little enjoyment or interest in activities within or outside the home and can only be engaged in play with ongoing adult interaction
 Physical/medical condition (medical condition that notably impacts activities and requires ongoing medical intervention)
 Communication: limited receptive and expressive communication skills
 Relationship: Demarcated (perpetrated instability through factors such as divorce, moving, removal from home and death)
 Sleep: unable to sustain 12 hours or older difficulty falling asleep, night-waking, nightmares on a regular basis
 Motor - fine or gross motor skill deficit

List C: Probability of deterioration/risk factors related to mental disorder

Birth Weight: low-birth weight (underweight, eg 2.5-3.5 kg)
 Pica - child eats unusual or dangerous materials conditions with a diagnosis of pica in the last 30 days
 Prevalent Care - 30 days: mother has poor prenatal care
 Labor and Delivery - Child or newborn has problems during delivery that resulted in temporary functional difficulties for the child or mother
 Substance Exposure - exposure to significant alcohol or drug/tobacco in utero
 Parenting Problems - child has sibling who is experiencing significant developmental or behavioral problems
 Maternal Availability - significantly less emotionally and physically available to child in 12 weeks following birth
 Abuse/Neglect - parent's history of this behavior without treatment
 Seizures - Moderate level of seizure behavior such as head banging not increased by caregiver and interfering with child's functioning
 Aggressive Behavior - clear evidence of aggressive behavior towards animals or others
 Social Behavior - Causing problems in child's life; child is intentionally getting in trouble in school or at home

Relevant Algorithms

1. Referrals in PCP office/therapy only with Season
 Diagnosis with none in list B or C
 Moderate impairment in list B and none in list C

2. Refer to Season Health Options (Seasons 2014-2015)
 Under mild diagnosis or diagnosis in list A
 Moderate impairment in list B and none in list C

3. Refer to County Mental Health Plan for assessment
 Diagnosis in list A and 1+ significant impairments in list B
 Diagnosis in list A and 1+ in list C

Additional Relevant Clinical Information (medications, psychiatric/substance abuse history):

Assigned Care Manager (MCHL/Therapist): _____ Phone: _____
 Date completed/assessment outcome with referral source: _____
 FINAL: _____ March 2014

MOU Attachment 2c
Page 3 of 3

MEMBER INFO

Patient Name: _____ Date of Birth: ____/____/____ M F

Medi-Cal # (PIL): _____ Language/Cultural Requirements: _____

Address: _____ City: _____ Zip: _____ Phone: _____

Caregiver/ Guardian: _____ Phone: _____

Behavioral Health Diagnosis # _____ HWO notes Has Assessment Other _____

Consent included: Required consent completed W/notes Has Assessment Other _____

Referring Provider Name: _____ Phone: _____

Referring Provider Type: PCP MFT/DO/MD APRN Psycholmstr Other _____

Requested services: Outpatient therapy Medication management Assessment for Bedside Mental Health Services

List A: Professional Diagnosis/Diagnoses, if known

List B: Functional Impairment in Life domains (e.g., work, school, relationships, etc.)

List C: Probability of deterioration, but factors related to mental disorder

List D: SUD

<input type="checkbox"/> Schizophrenia/psychotic disorder	<input type="checkbox"/> Sexuality/High-Risk/Preferential High-Risk Behavior	<input type="checkbox"/> Suicide/Suicidal Behaviors Present (action or intent)	<input type="checkbox"/> Drug abuse or alcohol addiction
<input type="checkbox"/> Bipolar Disorder	<input type="checkbox"/> Self-care/dependent living skills (e.g., hygiene, grooming, etc.)	<input type="checkbox"/> Self-harm	<input type="checkbox"/> Fetal Alcohol Spectrum Disorder (FASD)
<input type="checkbox"/> Depression	<input type="checkbox"/> Family/Social Relations (frequent arguing, difficulty maintaining positive relationships)	<input type="checkbox"/> Over- or harm/engaged in behavior that places him/herself in danger of self-harm (recidivism, intentional self-harm)	<input type="checkbox"/> Fetal Alcohol Spectrum Disorder (FASD) - screening & brief intervention at primary care/primary care
<input type="checkbox"/> Impulse control disorder	<input type="checkbox"/> Physical/Medical condition (medical condition that notably impacts activities)	<input type="checkbox"/> Behavioral/psychological issues (e.g., aggression, etc.)	
<input type="checkbox"/> Adjustment disorder	<input type="checkbox"/> Job Functioning/Vocational problems (e.g., declining, social, or previous skills)	<input type="checkbox"/> Delinquency/Incarceration (e.g., probation, parole, etc.)	
<input type="checkbox"/> Personality disorder (except Antisocial Personality disorder)	<input type="checkbox"/> Communication (limited receptive and expressive communication skills)	<input type="checkbox"/> Self-harm/Injury (in the last 6 months)	
<input type="checkbox"/> Eating disorder	<input type="checkbox"/> Judgment (makes decisions that may be harmful to development or well-being)	<input type="checkbox"/> Social Behavior - Intentionally engaging in problematic social behaviors causing problems in child's life	
<input type="checkbox"/> Parasitic Development Disorder (except Autism)	<input type="checkbox"/> Legal (current or pending involvement with law enforcement)	<input type="checkbox"/> Bullying/bulliciousness (intentionally or not)	
<input type="checkbox"/> Disruptive Behavior Disorder	<input type="checkbox"/> School (excessive problems of attendance, behavior, achievement, disruptive, missing assignments)	<input type="checkbox"/> Runaway/Behavior or Ideation (recent or imminent)	
<input type="checkbox"/> Conduct Disorder	<input type="checkbox"/> Sleep (frequent or chronic sleep problems)	<input type="checkbox"/> Risk to not meet developmental milestones	
<input type="checkbox"/> Attention Deficit/Hyperactivity Disorder			
<input type="checkbox"/> Other disorder (specify): _____			
<input type="checkbox"/> Childhood substance use disorder			
<input type="checkbox"/> Tic/Tourette Disorder			
<input type="checkbox"/> Dissociative Disorder			
<input type="checkbox"/> Personality Disorder			
<input type="checkbox"/> Gender Identity Disorder			

Referral Algorithm

1. Remains in PCP care/Therapy only with SUDs
2. Refer to Beacon Health Options (see 3.1.1.2.1.1)
3. Refer to County Mental Health Plan for assessment
4. Refer to County Alcohol/Drug Programs

Additional Relevant Clinical Information (medications, psychiatric substance abuse history):

Assigned Case Manager/Therapist Name: _____ Phone: _____

Date completed/entered or updated with referral source: _____

March 2016

For Reporting Clinicians Use ONLY

ATTACHMENT 3

DISPUTE RESOLUTION

If a dispute occurs between the COUNTY and PHC, and this MOU has been executed, both parties will participate in a dispute resolution process that includes:

Provision of Services During Dispute Resolution Process

- Both plans agree to provide services to the beneficiary during the dispute resolution process in accordance with current regulations.
 - A. First Level Review
 1. The resolution process must be initiated within 45 days of the disputed event.
 2. Each plan will appoint a representative to reach and implement resolution decisions.
 3. The representatives together will arrive at a proposed resolution of the dispute within 10 business days.
 4. If the representatives are unable to reach a joint decision or the proposed resolution is not acceptable to both plans, a second level review may be initiated by either plan.
 - B. Second Level Review
 1. The second level review must be initiated within 10 business days after a first level decision.
 2. Each plan will use its Director, or the Director's designee as a 2nd level reviewer.
 3. The second level reviewers will reach a joint resolution within 10 business days.
 4. If the second level reviewers cannot reach a joint decision, or if the decision is not acceptable to both plans, a third party review may be initiated by either plan.
 - C. Third Party Review by California Department of Health Care Services (DHCS)**

If the local dispute resolution process is not able to resolve the dispute, either party may request dispute resolution with DHCS. A request by either party shall be submitted to DHCS within 15 calendar days of the completion of the dispute. The request for resolution shall contain the following information:

 1. A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service;
 2. History of attempts to resolve the issue;
 3. Justification for the desired remedy; and
 4. Documentation regarding the issue.

References

DHCS COHS Boilerplate Contract, Exhibit A, Attachment 10, Section 10.7.D
Title 9 CCR Section 1850.505, 1850.515, 1850.525, 1850.535

ATTACHMENT 4

REPORTING AND QUALITY IMPROVEMENT MEASURES

- I. Access**
 - A. Number of PHC beneficiaries seen in the reporting period:
 - 1. Age range (0-20; 21-64; 65+)
 - 2. Gender
 - B. Key changes in provider network
- II. Referrals**
 - A. Step ups to county
 - B. Step downs to Beacon/PCPs
 - C. Other referrals
- III. Satisfaction Survey Information (as available)**
- IV. Other Measures**