

**REGIONAL DRUG MEDI-CAL MODEL MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF SHASTA through its
HEALTH AND HUMAN SERVICES AGENCY
CHILDREN'S SERVICES BRANCH
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (the "MOU") is being entered into between Partnership HealthPlan of California, a non-profit county organized health system ("PHC") and the County of Shasta, through its Health and Human Services Agency Children's Services Branch, a political subdivision of the State of California ("Health Care Site", "Grantee"), also hereunder known as (individually a "Party" and collectively the "Parties"). This MOU is effective July 1, 2017, and will expire on June 30, 2018.

RECITALS/BACKGROUND

PHC is a community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in several counties in Northern California, under a County Organized Health System model.

WHEREAS, PHC's mission is to provide its Members ("Member", "Members") with access to quality health care services delivered in a cost effective and compassionate manner, and

WHEREAS, California's Med-Cal 2020 1115(a) Waiver Demonstration Project ("the Waiver") allows for increased access to substance use disorder treatment services for adolescents and adults who are eligible for Medi-Cal, including outpatient, intensive outpatient, medication assisted treatment, withdrawal management, short-term residential, case management, and care coordination services, and

WHEREAS, the Waiver requires that services be based upon medical necessity guided by the American Society of Addiction Management (ASAM) criteria; and

WHEREAS, PHC has developed the Drug Medi-Cal Regional Model ("DMC Regional Model", "Model") to fulfill the purposes of the Waiver for PHC Members in Del Norte, Humboldt, Lake, Lassen, Mendocino, Modoc, Shasta, Siskiyou, Solano and Trinity counties to fully integrate health care services including, but not limited to, physical health care, mental health care, and substance abuse disorder treatment.

NOW THEREFORE BE IT RESOLVED, that PHC has agreed to provide fiscal support by means of a grant to Grantee for Grantee to procure consultant services for the associated costs of an expert to assist Grantee in establishing a new substance use service and/or to expand the Grantee's existing scope of substance use disorder treatment services for Medi-Cal eligible Shasta County adolescents.

NOW THEREFORE BE IT FURTHER RESOLVED that in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties as follows:

Section 1. HEALTH CARE SITE'S OBLIGATIONS

- A. Project: Funding is to (1) Secure the expert services of a consultant necessary to assist Grantee in establishing a program for substance use disorder treatment services for Medi-Cal eligible Shasta County adolescents.
- B. Deliverables to be completed in writing by Grantee and provided to PHC:

- (1) Summary of services provided and Project breakdown.
- (2) Copies of the following information regarding the Grantee's consultant, which may include a reporting method required by PHC. PHC reserves the right to request supplemental documentation from Grantee regarding consultant retained by Grantee.
- (3) End of Project Narrative to include Funding Allocation Worksheet, attached and incorporated herein as Attachment A provided by PHC due by June 30, 2018.

Section 2. FUNDING/PAYMENT SCHEDULE

- A. Grant payments will be issued in the amount of \$150,000 for the term of this MOU, to be paid in two (2) installments:
 - (1) 75% (\$112,500.00) of awarded funds paid within thirty (30) of MOU effective date; and
 - (2) 25% (\$37,500.00) of awarded funds paid within thirty (30) days of upon completion and receipt of End of Project Narrative and required documentation as indicated in this MOU as due on June 30, 2018.

Section 3. TERM AND TERMINATION

- A. The effective date of this MOU is July 1, 2017, and will remain in force up to June 30, 2018. Termination of this MOU will be based on funding currently approved. Future potential funding is outside the scope of this MOU.
- B. This MOU constitutes the entire agreement between the Parties and except as otherwise specified in this MOU may be amended only by both Parties agreeing to an amendment in writing, which must be executed by a duly authorized person of each Party.
- C. Good Standing: PHC provides a variety of health support initiatives, including support for Environmental/Capital Improvements to Health Care Sites in good standing. Health Care Sites in good standing are those currently contracted with PHC for the delivery of services, not currently in contract negotiations, not pursuing any litigation or arbitration against PHC at the time of Project application or at the time of Project application or at the time additional funds may be payable, and has demonstrated the intent, in PHC'S sole determination, to continue to work together on addressing community and Member issues. Additionally, at the direction of the PHC's Chief Executive Officer or designee, PHC may determine that a Health Care Site is not in good standing based on relevant quality, payment, or other business concerns.
- D. If a party defaults under any of the terms of this agreement, the non-defaulting party shall give to the defaulting party a written notice of the default. The defaulting party shall have thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this agreement or applicable law.

Section 4. OTHER PROVISIONS

- A. Non-Discrimination: During the performance of this MOU, Health Care Site and its consultants

and/or subcontractors shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under state and federal law. Health Care Site and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

- B.** Funding provided by PHC to County are not subject to any terms, conditions, or restrictions on spending not otherwise stated in this Agreement or contradictory in mutual agreements currently in place between the Parties.
- C.** Compliance with Law: Health Care Site agrees to comply with all State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State, or locally, to assure quality of service. Health Care Site agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.
- D.** Audit: PHC reserves the right to audit data submissions prior to payment. Upon request, Health Care Site agrees to provide copies of the supporting documentation based on the obligations of this MOU.
- E.** Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this MOU to be effective the first date written above:

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY

Signature

Date

DAVID A. KEHOE, Chairman, Board of Supervisors
County of Shasta, State of California


Signature



Date

Alan Cox, Deputy County Counsel III


Signature



Date

James Johnson, Risk Management Analyst II

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

Elizabeth Gibboney, Chief Executive Officer

Name, Title

Signature

Date



Grants to increase capacity for Drug Medi-Cal Services Budget

Organization/Contractor:	Shasta County HHSA Children's Services Branch		
Project Title:	Consultant Services	Project Period:	6/30/17 - 6/29/18
Project Director Name/Title:	Dianna L. Wagner		
Phone:	530-225-5705	Email:	dwagner@co.shasta.ca.us

A. Project Staff Salary and Benefits

Name	Title	Salary	Benefits	FTE%	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<i>Total Salary and Benefits</i>					\$ -

B. Other Direct Costs

Item	Description/Justification	Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<i>If including Equipment</i>		
Equipment Type	Purpose	Total
		\$ -
		\$ -
		\$ -
<i>Total Other Direct Costs</i>		\$ -

C. Subcontract(s)

Organization	Contact Person	Activity	Total
TBD - Substance Abuse Expert	Substance Abuse Director/Administrator	Consulting Services & Creation of Uniform Treatment Program	\$ 150,000
			\$ -
			\$ -
			\$ -
<i>Total Subcontract(s)</i>			\$ 150,000

TOTAL BUDGET REQUEST	\$ 150,000
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Project Director _____	Date _____
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