



Contract Number
23-1362 A-2

SAP Number

Department of Behavioral Health

Department Contract Representative	<u>Michael Shin</u>
Telephone Number	<u>(909) 388-0899</u>
Contractor	<u>Inland Empire Health Plan</u>
Contractor Representative	<u>Arlene Ferrer</u>
Telephone Number	<u>(909) 890-2054</u>
Contract Term	<u>January 1, 2024 – December 31, 2026</u>
Original Contract Amount	<u>\$3,181,818</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$3,181,818</u>
Cost Center	<u></u>
Grant Number (If applicable)	<u></u>

THIS AMENDMENT No. 2 to Memorandum of Understanding (Contract No. 23-1362) is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Inland Empire Health Plan referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 23-1362** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Medi-Cal Mental Health and Substance Use Disorder Services and Eating Disorder Treatment Services, which Contract first became effective January 1, 2024, the following changes are hereby made and agreed to, effective Date of Execution:

WHEREAS, Inland Empire Health Plan (“MCP”) and San Bernardino County Department of Behavioral Health (“MHP/DMC-ODS”) are Parties to a Memorandum of Understanding (“MOU”) effective January 1, 2024;

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2;

WHEREAS, the Parties desire to add this exhibit (EXHIBIT C) to the MOU in its entirety to identify the protected health information (“PHI”) data elements to be shared between the two parties.

NOW, THEREFORE, the Parties agree to changes into the MOU as follows:

I. Paragraph 11 **Data Sharing and Confidentiality**, is hereby amended to read as follows:

11. **Data Sharing and Confidentiality.** The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information (“PHI”) for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”) and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.¹ The parties shall comply with Exhibit C Data Elements.

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP/DMC-ODS must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member’s health and/or welfare. The Parties must annually review and, if appropriate, update this MOU to facilitate sharing of information and data. MHP/DMC-ODS and MCP must establish policies and procedures to implement the following with regard to information sharing:

- i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health or DMC-ODS provider is serving as an ECM provider;
- ii. A process for MHP/DMC-ODS to send regular, frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

¹ CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: <https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf>

- iii. A process for MHP/DMC-ODS to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP/DMC-ODS (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities, residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);
- iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP/DMC-ODS alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and
- v. A process for MCP to send admission, discharge, and transfer data to MHP/DMC-ODS when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP/DMC-ODS to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

The Parties mutually agree to ensure the safe sharing of Protected Health Information (PHI) in a timely manner, in accordance with appropriate data sharing, confidentiality and data exchange methods as well as the applicable privacy law(s). If/when Member signed authorized is required to disclose PHI under 42 C.F.R. Part, HIPAA or WIC 5328, MCP and MHP/DMC-ODS mutually agree to utilize the MHP/DMC-ODS Authorization to Release PHI Form: COM001_E (English); COM001_S (Spanish); COM001_V (Vietnamese) that can be found on the MHP/DMC-ODS website.

- b. **Behavioral Health Quality Improvement Program.** If MHP/DMC-ODS is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP/DMC-ODS are encouraged to execute a DSA. If MHP/DMC-ODS and MCP have not executed a DSA, MHP/DMC-ODS must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.
- c. **Interoperability.** MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP and MHP/DMC-ODS must make available to Members their electronic health information held by the Parties and make available an application programming interface ("API") that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Section 438.10. The Parties must comply with DHCS interoperability requirements set forth in [APL 22-026](#) and [BHIN22-068](#), or any subsequent version of the APL and BHIN, as applicable.

II. This amendment hereby adds EXHIBIT C "Data Elements".

III. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Inland Empire Health Plan

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Takashi Wada, MD, MPH,
Chief Medical Officer for:

Name Jarrod McNaughton, MBA, FACHE

(Print or type name of person signing contract)

Title Chief Executive Officer

(Print or Type)

Dated: _____

Address 10801 6th Street

Rancho Cucamonga, CA 91730

INLAND EMPIRE HEALTH PLAN

Notice Address:

**Inland Empire Health Plan 10801 6th St.
Rancho Cucamonga, CA 91730**

**By: _____
Takashi Wada, MD, MPH,
Chief Medical Officer for:
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer**

Date: _____

**By: _____
Chair, IEHP Governing Board**

Date: _____

**Attest: _____
Secretary, IEHP Governing Board**

Date: _____

Approved as to Form

**By: _____
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan**

Date: _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Michael Shin, Contracts Manager

Date _____

Reviewed/Approved by Department

► _____
Georgina Yoshioka, Director

Date _____

Exhibit C

Data Elements

Inland Empire Health Plan and San Bernardino County Behavioral Health will share PHI in accordance with applicable state and federal laws and regulations to support Inland Empire Health Plan Members who are also receiving SMHS from San Bernardino County Behavioral Health.

Inland Empire Health Plan and San Bernardino County Behavioral Health share the following types of data as necessary to facilitate care coordination, care management and/or referrals:

Data Elements	
Demographic Information	
	Member Name
	Member Age
	Member Gender
	Member Address
Health status indicators	
	Diagnosis
	treatment details
	clinical outcomes
Service utilization	
	Number of Visits
	Types of services provided
Medications	
	Prescribed medications
Laboratory	
	Laboratory results
	know changes in condition

This data may be shared through Adult and Youth Screening and Transition of Care Tool pursuant to technology and systems available to San Bernardino County at the time of the requested data exchange. If existing Adult and Youth Screening and Transition of Care Tool cannot be leveraged, then the data may be shared via secure File Transfer Protocol (sFTP) or encrypted email.

The Parties may develop and agree to additional data-sharing specifications consistent with applicable state and federal rules and regulations, the Privacy Rules, and DHCS standards and requirements.