

## MEMORANDUM OF UNDERSTANDING

**THIS** MEMORANDUM OF UNDERSTANDING (“**MOU**”), effective January 1, 2024, is entered into by and between the VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION (dba Gold Coast Health Plan), a California public agency, hereinafter referred to as “Health Plan”, and the COUNTY OF VENTURA, hereinafter referred to as “County”, a local government agency of the State of California (each a “**Party**” and collectively, the “**Parties**”).

### RECITALS

- A. County operates Ventura County Medical Center, Santa Paula Hospital, an Ambulatory Care clinic system, a public health system, and a human services agency.
- B. County is eligible to participate in and certified to provide health care services under the California Medi-Cal Managed Care Program and meets applicable requirements under Titles XVIII and XIX of the Social Security Act.
- C. Health Plan is a County Organized Health System established pursuant to California Welfare and Institutions Code, Section 14087.54.
- D. Health Plan entered into agreements with the State of California, Department of Health Care Services (“DHCS”) in accordance with the requirements of California Welfare and Institutions Code, Section 14200 et seq.; Title 22, California Code of Regulations (“CCR”), Section 53000 et seq.; and applicable federal and State laws and regulations, under which Health Plan has agreed to arrange for or provide health care services under the Medi-Cal Managed Care Program to Medi-Cal beneficiaries who may enroll in Health Plan’s Medi-Cal Managed Care Program (collectively, the “Medi-Cal Agreement”).
- E. Health Plan arranges for the provision of health care services to members assigned to Health Plan (“Members”) under the terms of the Medi-Cal Agreement by contracting with other health plans, hospitals, physicians, and other health care providers.
- F. Health Plan desires to provide staff employed or contracted by Health Plan to provide certain Health Plan services at County facilities to Health Plan’s eligible Members and potential Members in connection with Health Plan’s contractual obligations under the terms of the Medi-Cal Agreement.
- G. County is willing to have Health Plan provide services to Health Plan Members and other patients under the terms and conditions set forth in this MOU and accompanying attachments.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual promises contained herein, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### MOU

#### **1 Requests for Staff; Qualifications.**

**1.1** Upon request by County, Health Plan will recruit, screen, retain and place competent and qualified personnel, whether employees or independent contractors of Health Plan (individually and collectively “HP Staff”) in County facilities as outlined in the Exhibits attached hereto. Each Exhibit will describe a specific set of duties and responsibilities to be performed by an HP Staff member and any required credentials, training or other background required in order to complete those duties as well as the period of time and schedule according to which the parties agree that the HP Staff described in the Exhibit will be providing services. Each Exhibit shall be governed by the terms of this MOU and separately executed. The Parties intend that one or more Exhibits may be in effect at the same time, but the termination of any Exhibit will not terminate this MOU.

**1.2** All HP Staff shall be appropriately screened by Health Plan in accordance with policies and procedures consistent with the then current standards of the Joint Commission and the requirements of State law prior to providing services at County. Such screening will include, without limitation, obtaining pertinent information concerning the past employment, licensure, certification, education and professional skills of HP Staff. Health Plan shall not place at County any candidate who is (a) suspended or excluded from participation in any federal or state health care program (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspected, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs and that it will periodically screen individuals placed at County facilities to ensure that they continue to meet these criteria. . Health Plan shall make available all screening information of HP Staff to County upon request.

## **2 Training; Policies and Procedures; Discipline of HP Staff.**

**2.1** At the outset of any assignment, County shall orient each HP Staff to its facility and rules and regulations and shall provide HP Staff with information about the facility's policies and procedures, including dress code, physical layout, emergency procedures and equipment. County shall also confirm HP Staff's competency and ability in the proper use of any equipment to be used by such HP Staff in connection with the placement at the County.

**2.2** County accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a HP Staff's placement at County's facility, including but not limited to Joint Commission regulations relating to orientation and evaluation. County will provide each HP Staff with all necessary site-specific training, orientation, equipment and evaluations required by federal, state, or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of County's workforce. Further, County will only accept HP Staff to work in the clinical specialty areas in which they are professionally qualified to work. Health Plan shall retain professional and administrative responsibility for the work performed by HP Staff. Health Plan and County shall mutually agree on the clinical competencies , if any, required of HP Staff placed at County facilities and the provisions for supervision of HP Staff and memorialize those agreements in the applicable Exhibit.

**2.3** County agrees to notify Health Plan in writing within twenty-four (24) hours of any error, competency issue, or unexpected incident, related to the services provided by any HP Staff. County agrees to notify Health Plan in writing whenever an incident/injury report related to HP Staff is completed. HP Staff located at County facilities under this MOU are employees or independent contractors of Health Plan and are not employees, contractors or agents of County.

**2.4** If County concludes that any HP Staff located in a County facility by Health Plan is not performing such HP Staff's duties in a satisfactory manner it will notify a Health Plan representative to correct the performance issues. If the unsatisfactory performance is egregious or poses safety or patient-related concerns, such HP Staff shall not be permitted to continue to work at County facilities ,County may, as appropriate, require an individual to immediately leave County's property. County shall immediately inform Health Plan in writing of any such action, including the reason for such action.

**2.5** County may provide Health Plan with comments relative to HP Staff's performance of specific job functions and responsibilities as observed by County.

**2.6** County agrees that any compliance documentation that is required by law to be submitted by Health Plan to County relating to HP Staff performing services under this MOU is private and confidential. County shall keep such information private and confidential, including in accordance with any applicable laws such as the Americans With Disabilities Act of 1990. County shall not use the information for purposes other than directly related to the performance of this MOU, or disclose to any third party, all or a portion of such confidential information unless such disclosure is required by law or legal process or Health Plan. Requests for access to such information from a HP Staff member will be referred to the Health Plan.

**3 Insurance.** Health Plan shall purchase and maintain during the duration of this MOU the following insurance coverages relating to the work of HP Staff at County facilities:

**3.1** Workers' compensation and employer's liability insurance covering Health Plan's legal and statutory obligations for damages due to bodily injury either by accident or disease, occurring to any Health Plan employee in connection with their employment.

**3.2** Unemployment insurance as required by law for all employees.

**3.3** General liability insurance covering HP Staff, employees, contractors and agents for bodily injury, personal injury or property damage claims arising out of or relating to the activities of Health Plan. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

**3.4** Professional liability insurance covering HP Staff, employees, contractors, and agents, where required. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate.

**3.5** Upon County's request, Health Plan will provide County with certificates of insurance as evidence that all coverages required under this MOU have been obtained and are in full force and effect.

**3.6** All insurance coverage Health Plan is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Health Plan's insurance coverage and except with respect to professional liability coverage, will not contribute to it.

**3.7** County is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Health Plan must purchase additional coverage to meet requirements.

**3.8** For the general liability insurance required above, County is to be named as additional insured as respects work done by Health Plan under the terms of this MOU (except worker's compensation).

**3.9** Health Plan agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this MOU.

**3.10** Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to Health Plan. Health Plan will provide prompt written notice of non-renewal, termination or diminution below required limits to County's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.

**3.11** Health Plan agrees to provide County with the following insurance documents:

3.11.1 Certificates of insurance for all required coverage.

3.11.2 Additional insured endorsement for general liability insurance.

3.11.3 Waiver of subrogation endorsement (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

**4 Cooperation.** The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve any HP Staff.

## **5 Representations.**

**5.1** Health Plan and County represent that they do not unlawfully discriminate against their employees, contractors or agents and that they fully comply with all applicable local, state and federal anti-discrimination and employment related regulations and laws.

**5.2** Health Plan represents and warrants that all HP Staff (a) are not excluded individuals or entities, and (b) have been screened for exclusion status under the Office of the Inspector General List of Excluded Individuals/Entities and the General Services Agency Excluded Parties List.

**6 Term.** The term of this MOU will commence on December 1, 2023 and remain in effect through June 30, 2025, unless earlier terminated pursuant to the terms and conditions set forth herein. This MOU may, upon mutual agreement and execution of an appropriate amendment, be extended for additional one (1) year periods.

**7 Termination.** This MOU may be terminated by either Party, for any reason, upon providing thirty (30) days written notice to the other Party as set forth in Section 9.

**8 Survival of Certain Obligations.** Termination of this MOU will not affect any obligation of either Party which has accrued prior to such termination. Provisions of this MOU which by their terms extend beyond the termination or non-renewal of this MOU will remain effective after termination or non-renewal of this MOU.

**9 Notices.** All notices required or permitted to be given under this MOU must be (a) in writing and (b) sent to the Parties at their addresses set forth below, and will be effective (i) on delivery, if delivered personally (including by messenger, telephone facsimile or overnight courier), or (ii) three (3) calendar days after mailing, by registered or certified mail, return receipt requested, postage prepaid, if given by mail:

If to Health Plan: Gold Coast Health Plan  
Attn: Provider and Network Operations  
711 E Daily Dr # 106  
Camarillo, CA 93010

If to County: County of Ventura  
Attn: HCA Administration  
5851 Thille Street, 1<sup>st</sup> Floor  
Ventura, CA 93003

With copies to: Ventura County Medical Center  
Attn: Hospital Administration  
300 Hillmont Ave  
Ventura, CA 93003  
Phone: 805-652-6000

Any Party may change its address by notice given under this Section 9.

**10 Indemnification by Health Plan.** Health Plan agrees to defend, through attorneys approved by County, indemnify, and save harmless County and its boards, agencies, departments, officers, employees, agents and volunteers against any and all third party claims, lawsuits, whether against Health Plan, County or its agents, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Health Plan ("Losses") under this MOU, to the extent such Losses are caused by Health Plan's negligent or willful acts or omissions, breach of this MOU or violations of applicable law. Health Plan also agrees to defend and indemnify County against claims from HP Staff asserting that their placement at County facilities entitles them to employee related rights and benefits from County.

**11 Independent Contractor.** No relationship of employer and employee between County and HP Staff is created by this MOU. Neither Health Plan nor any of the persons performing services for Health Plan pursuant to this MOU, whether said person be a member, partner, employee, subcontractor or otherwise of Health Plan, will have any claim under this MOU or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or other employee benefits of any kind.

Health Plan will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, GCHP Staffing Agreement

divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this MOU to the extent caused by Health Plan's acts or omissions.

**12 Indemnification by County.** Health Plan is performing the services hereunder per the terms of this MOU and is not a partner or joint venturer of County. Nothing contained in this MOU is intended, nor shall it be construed, to create any responsibility on the part of Health Plan for any liability, including, but not limited to claims for damages, losses, costs, expenses or damages arising from or relating to: (a) any negligent or intentional acts or omissions of County, its employees, contractors or agents, or (b) any negligent or intentional acts or omissions of HP Staff, employees, contractors or agents of Health Plan in circumstances where the act or omission giving rise to a potential claim occurred at the explicit direction of County or its employees, contractors, or agents. County agrees to indemnify, defend and hold Health Plan and HP Staff, employees, contractors, agents and/or other representatives harmless for, from and against any and all third party claims, demands, causes of action, losses, damages, costs, and expenses, including reasonable attorney's fees, related to acts and omissions of HP Staff acting at the explicit direction of County or its agents.

**13 Miscellaneous.**

**13.1 Binding Effect.** Except as otherwise agreed, this MOU is personal to the Parties. No Party will have the right or power to assign any of its rights or obligations, and any attempted assignment, at the option of the non-assigning Party, will be void. Subject to the foregoing, this MOU and all of its terms will be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

**13.2 Entire MOU.** This MOU sets forth the entire MOU between the Parties as to its subject matter, and is subject to no promise, warranty or representation not expressly set forth.

**13.3 No Third-Party Beneficiaries.** Except as specifically set forth in this MOU, no person or entity other than the Parties is an intended beneficiary of this MOU.

**13.4 No Oral Modifications.** This MOU may not be modified except by a writing signed by both Parties.

**13.5 Governing Law; Venue; Waiver of Jury.** This MOU shall be construed, interpreted, governed and enforced in accordance with the laws of the State of California. Any suit to enforce this MOU or to assert any right or remedy under this MOU shall be brought only in the Superior Court of Ventura County, which shall be the exclusive venue for, and which courts shall have exclusive jurisdiction with respect to, any such suit. The Parties hereto intentionally and knowingly waive their right to have any dispute or cause of action arising from or in any manner relating to this MOU tried before a jury.

**13.6 Captions.** Captions and paragraph headings used in this MOU are for convenience only, are not a part of this MOU, and do not limit or alter any of its provisions.

**13.7 Execution; Counterparts.** This MOU will not be binding on any Party until it is executed by all Parties. This MOU may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party may execute this MOU by signing any such counterpart. The signature of a Party on a faxed or electronically transmitted document shall be considered, for all purposes, an original signature.

**13.8 Access to and Use of County Technology.** Health Plan agrees to require its staff to abide by the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part of this MOU. Any employee, sub-contractor, or agent of Health Plan who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work at a County facility is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by County.

**13.9 Appointment of MOU Liaisons.** Each Party shall designate a liaison as the point of contact to coordinate the services under this MOU.

**13.10 Compliance.** The Parties shall comply with all applicable federal, State and local laws respecting the conduct of their respective businesses and professions. In addition, the Parties shall remain in compliance with all applicable State and federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to, applicable provisions of the federal and State civil and criminal law, including the program integrity requirements, false claims laws, and the anti-kickback statutes. Nothing in this MOU is intended or shall be construed to require either Party to violate the state or federal laws described in this Section.

**County of Ventura:**

**Health Plan:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A – Emergency Department Health Navigators**

Health Plan shall provide qualified employees or subcontractor staff to deliver services at the Ventura County Medical Center Emergency Department and, remotely, at Santa Paula Hospital. Individuals will be assigned at the discretion of Health Plan. The staff provided by Health Plan shall work in the “Health Navigator” role described in this Exhibit and will perform the following duties for Members and potential Members being discharged from the Ventura County Medical Center’s Emergency Department to home or community:

### **DUTIES:**

- Help patients being discharged from the Emergency Room (“ER”) to obtain outpatient behavioral health follow-up appointments with the appropriate contracted provider.
- Work to link Members and potential Members to care, and where appropriate, work with County to link Members and potential Members to care within the County, including review of primary care provider assignments and referral to Member Services for selection of a Primary Care Physician (“PCP”) or changes to their assigned PCP.
- Inform Members and potential Members about other health care and social services available.
- Support County substance use Navigators to link Members and potential Members being discharged from the ER with a substance use disorder to post-discharge services, including follow-up appointments.
- For assigned Members complete initial appointment and assist Members and potential Members to schedule follow-up appointments upon discharge from ER.
- Assists with planning and development of improvements in delivery of treatment services to specific needs groups.
- Assist with monitoring and development of improvements to Member participation in treatment programs.
- Assist County staff with making appointments for Members.
- Provide referrals for community services/resources as appropriate.
- Connect Members and potential Members with services related to social determinants of health (e.g., transportation, housing, food, etc.).
- Develop and train others in care coordination, health navigation, and case management activities..
- Participate in Health Plan quality improvement projects.
- Provide and promote excellent customer services for all internal and external customers.
- Work with a team of medical professionals to understand the needs of Health Plan’s Members and engage and support building an education plan to address their needs.
- Evaluate program content, collect and analyze data to determine program effectiveness.
- Adhere to applicable County policies and procedures.
- Manage requests for translation services and utilization of telephonic interpreting services for follow-up appointments.
- Assess health education materials to ensure it meets the Department of Health Care Services (“DHCS”) readability requirements.
- Performs other related duties as mutually agreed by Health Plan and County in an amendment to this MOU.

### **Health Navigators will have:**

#### Knowledge, Skills, and Abilities:

- Strong customer service and verbal communication skills
- Ability to work collaboratively in a fast paced, team-based environment
- Basic familiarity with Microsoft Excel and Microsoft Word
- Valid California Driver’s license

#### Education/Experience:

- High school diploma or GED
- Experience in healthcare, social services or a related field

- Lived experience working target population, bilingual, education level (preferred)
- Work experience as a Community Health Worker or certificate of completion.
- Experience using Cerner or another EHR or a medical management documentation system.
- Associate's degree or higher in healthcare or a related field preferred.

**Commitment of HP Staff Time:**

Each Health Plan staff member will work up to forty (40) hours per week onsite at the Ventura County Medical Center Emergency Department.

**Supervision of Emergency Department Health Navigators:**

These Navigators will be supervised by the Health Plan in completing the tasks described above.



## **Exhibit B: Mental Health Clinicians**

Health Plan shall provide qualified employees or subcontractor staff to deliver services at the Ventura County Medical Center Emergency Department. Individuals will be assigned at the discretion of Health Plan. The staff provided by Health Plan shall work in the “Mental Health Clinician” role described in this Exhibit and will perform the following duties for Members and potential Members being discharged from the Ventura County Medical Center’s Emergency Department to home or community:

### **Duties:**

- Providing a timely outreach to new referrals
- Performing case management telephonically and/or in person within the scope of licensure for members with behavioral health and substance abuse or substance abuse disorder needs.
- Uses appropriate screening criteria knowledge and clinical judgment to assess member needs.
- Conducts assessments to identify individual needs and develops care plan to address objectives and goals as identified during assessment.
- Monitors and evaluates effectiveness of care plan and modifies plan as needed. Supports member access to appropriate quality and cost effective care.
- Coordinates with internal and external resources to meet identified needs of the members and collaborates with providers.
- Providing consultation and coordination with the behavioral health or medical providers, facility, or family members, community agencies, or involved medical practitioners regarding treatment and/or treatment planning issues.
- Providing motivational counseling and encourage self-advocacy to help sustain members’ commitment to their care plans and treatment adherence.
- Ensuring Member’s progress and CM interventions are documented appropriately in the care management system.
- Providing case closure/discharge at the time of completion.
- Following all workflows meetings regulatory and accreditation requirements.
- Maintaining a consistent caseload within parameters as defined by clinical leadership. Communicate as needed with clinical supervisor to address caseload
- Provide telephonic or field based case management, as assigned, to facilitate interventions with providers and members.
- Escalate quality of care concerns to the Health Plan Quality Department.

Through conducting the FUADA assessment and any additional assessment of clinical needs, the Clinician also performs the following:

- Focus on supporting member’s transitions from higher levels of care and emergency department visits to lower levels of care, ensuring linkage to services and coordination of care with treating providers.
- Provide case management, including case management for high-risk members with complex medical and behavioral health conditions.
- Assessment and identification of comorbid diagnosis and collaborative coordination of care.
- Engage members in individualized treatment plans, address SDOH, identify potential behavioral health care disparities in treatment and create focused interventions.
- Focused on safety planning, risk reduction, medication management and adherence.

- Collaborate with the health plan's medical team. Engage in collaborative care planning by participating in clinical rounds with case management team, coordinate services with county, and other care providers around care plan goals.
- As an integrated team, provides consultation with clinicians on physical health cases with a behavioral health component and collaborate with medical case management staff.
- Provides care navigation services, health, and wellness education/coaching to increase disease or condition knowledge that support adherence and self-management.
- Coordinates resources and access to care.
- Fosters appropriate community resource referrals; advancing community tenure, knowledge, and skills; and increasing access and engagement with program services.
- Ensures continuity of member care through contact with providers, other referral services, and reporting agencies

Emergency Department Mental Health Clinicians will have:

### **Knowledge, Skills and Abilities**

- Analytical and problem-solving ability
- Interpersonal communication skills
- Verbal and written communication skills
- Group presentation and public speaking skills
- Demonstrated experience effectively engaging with members and providers
- Familiarity with managed care and health plan care management
- Demonstrated work experience meeting strict deadlines and established cycle times through effective prioritization and follow-up skills.
- Care Managers are required to be educated in current principles, procedures and knowledge domains of case management based on nationally recognized standards of care management
- Care managers must practice within the scope of their license.

### **Education/Experience**

- LCSW or LVN or RN

### **Commitment of HP Staff Time:**

Health Plan staff will work up to forty (40) hours per week onsite at the Ventura County Medical Center Emergency Department

### **Supervision of Emergency Department Mental Health Clinicians:**

These Mental Health Clinicians will be supervised by Health Plan's subcontractor Carlon Behavioral Health in completing the tasks described above.

