

ATTACHMENT A:

DIVISION OF FINANCIAL RESPONSIBILITY AGREEMENT

TO THE MEMORANDUM OF UNDERSTANDING

**BETWEEN SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES
BEHAVIORAL HEALTH DIVISION
AND**

KAISER FOUNDATION HEALTH PLAN, INC.

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Division of Financial Responsibility Agreement

Between Kaiser Foundation Health Plan, Inc. and Sonoma County Department of Health Services Behavioral Health Division.

This Division of Financial Responsibility Agreement (“DOFR”), between Kaiser Foundation Health Plan, Inc. (“MCP”) and **Sonoma County Department of Health Services Behavioral Health Division** (“MHP”), outlines the division of financial responsibility for services described herein and in the Memorandum of Understanding (MOU) between MCP and MHP. This DOFR is made **effective as of date of execution** (the “Effective Date”). MCP and MHP may be referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, the Parties desire to clarify details about financial responsibility for services MCP and MHP provide to MCP’s Medi-Cal Members (hereinafter “Members”) pursuant to the MOU.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the California Department of Health Care Services (“DHCS”), unless otherwise defined herein.
2. **Term.** This DOFR is in **effect as of date of execution** and shall automatically renew for successive one-year terms, unless written notice of non-renewal is provided in accordance with Section 14.c or 14.f of the MOU between MCP and MHP.
3. **Division of Financial Responsibility for Certain Health Services.** This DOFR governs the financial responsibility between MCP and MHP for the following services provided to eligible Medi-Cal Members:
 - a. **Eating Disorder Services (EDO):** Covered by both MCP and MHP and further described in APL 22-003 and BHIN 22-009, and any subsequent related BHIN’s or APL’s. The financial responsibility for partial hospitalization and residential treatment for EDO is shared between MCP and MHP eligible members, with MCP providing or arranging for the provision of physical care, and MHP providing or arranging for the provision of the mental health care.
 - i. EDO Inpatient services: MHPs must provide, or arrange and pay for, medically necessary psychiatric inpatient hospitalization; MCPs must provide inpatient hospitalization for beneficiaries with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet

criteria for psychiatric hospitalization.

- b. Electroconvulsive Therapy (ECT):** Covered by both the MCP and MHP, upon mutual agreement. MHP and MCP will be responsible for service fees as outlined in Exhibit A-1.

- 4. Invoice Process.** MCP and MHP will jointly develop and implement a detailed process flow for reimbursement of costs related to the services described above and rendered by either responsible Party. Both Parties agree to work in good faith to follow these established procedures. The workflow will include the following:
 - a. MCP will bill MHP for covered, medically necessary EDO services including but not limited to:
 - i. MCP provides or arranges for EDO services to Member and invoices MHP for appropriate split of costs defined in Exhibit A-1.
 - b. MHP will bill MCP for covered, medically necessary EDO services including but not limited to:
 - i. MHP provides EDO services to Member and invoices MCP for appropriate split of costs defined in Exhibit A-1.
- 5. Dispute Resolution.** MCP and MHP agree to follow the established procedures outlined within the Memorandum of Understanding. Disputes between the MCP and MHP and escalations to DHCS will be resolved according to the dispute resolution process outlined in applicable All Plan Letter 21-013 and Behavioral Health Information Notice 21-034.
- 6. Annual Review.** In accordance with Section 14.e of the MOU, the Parties will conduct an annual review to determine whether any modifications should be made to this Attachment A, including but not limited to Exhibit A-1 Service Matrix.

The Parties represent that they have caused this Division of Financial Responsibility Agreement to be executed by their duly authorized representatives as of the dates set forth below, to be effective as of the Effective Date.

MCP

Kaiser Foundation Health Plan, Inc.

Signature:

Name:

*Celia Williams, Executive Director,
Medicaid Operations and Care Delivery*

Title: Senior Vice President, Chief
Financial Officer

Date:

Notice Address:

393 E. Walnut St., Pasadena, CA 91188
kpmou@kp.org

MHP

*Sonoma County Department of Health
Services Behavioral Health Division*

Signature:

Name:

Title:

Date:

Notice Address:

Exhibit A-1 Service Matrix

This Exhibit A-1 identifies the percentage of responsibility allocated to MCP and MHP for services described in this DOFR and the MOU, and as further described in relevant contractual or regulatory guidance.

Table 1: Service Matrix

Eating Disorder (EDO) services per DHCS APL 22-003 and BHIN 22-009	MCP Responsibility	MHP Responsibility
Partial Hospitalization (PHP) Level of Care	50%	50%
Residential Level of Care	50%	50%
Emergency Room Services	100%	0%
Electroconvulsive Therapy (ECT)	MCP Responsibility	MHP Responsibility
Anesthesia services fee at the time of ECT, and when services are performed at a non-psychiatric outpatient facility. Number of service units are limited to amount allowable by federal and state reimbursement guidance.	100%	0%
Professional services fee	0%	100%