


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** 1/10/2022

<b>AGENDA ITEM:</b>	
MOU with Medical Care Organization (MCO)	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Cmdr. Mark Thomas	 12/16/21
<b>DEPARTMENT:</b>	
Police – Jail	
<b>ATTACHMENTS:</b>	
MOU with Medical Care Organization (MCO)	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
None – no cost associated	\$0.00
<b>SUMMARY:</b>	

This MOU outlines the collaboration between the MCO and the City of Marysville, Marysville Police Department Jail. Apple Health uses an Integrated Managed care model which is a prepaid, comprehensive system of medical and behavioral health care to provide physical and behavioral health care services to eligible enrollees. The health plans are to coordinate care for enrollees as they transition into a correctional facility or upon release from a correctional facility. In order to share confidential information freely and coordinate care, each health plan needs to enter into a memorandum of understanding. The memorandum of understanding will include the roles and responsibilities of each party.

Common Care Coordination Activities health plans can provide upon release, include, but are not limited to:

- Providing Continuity of care for physical health, mental health, and substance use disorder (SUD) treatment needs
- Assistance in scheduling medical appointments and connecting to care providers
- Assistance connecting to social service and counseling appointments
- Assistance connecting to community-based services
- Obtaining Durable Medical Equipment (DME) equipment covered through Medicaid
- Assistance connecting to housing resources
- Assistance connecting to Medicaid transportation for healthcare services
- Access to cell phones
- Access to Food banks
- Access to Shelters

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute; The MOU with MCO to share confidential information.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign the MOU with Medical Care Organization.

## MEMORANDUM OF UNDERSTANDING

BETWEEN

[MCO]

AND

[City of Marysville]

This Memorandum of Understanding (“MOU”) is between [MCO] (hereinafter referred to as “MCO”) and City of Marysville (hereinafter referred to as “Allied System Partner”). The MCO and Allied System Partner may each be individually referred to as “a party” and collectively referred to herein as “the parties.”

### I. PURPOSE

This MOU outlines the collaboration between the MCO and the Allied System Partner related to improving the integration of whole person care for Medicaid enrollees served by multiple systems.

### II. BACKGROUND

MCO is a managed care entity that contracts with the Washington State Health Care Authority (“HCA”) to provide integrated managed Medicaid services to eligible individuals enrolled with MCO. Allied System Partner is a city detention facility located in Marysville, Washington and operated by the Marysville Police Department, Custody Division operating in the North Sound region. Pursuant to MCO’s Washington Apple Health and Integrated Managed Care contracts with the HCA, MCO, in partnership with allied system partners in each region, must develop and maintain a plan describing how the MCO will coordinate and collaborate with the healthcare and other allied systems that serve Medicaid enrollees in that region (the “Regional Allied System Coordination Plan” or “Plan”).

### III. ROLES AND RESPONSIBILITIES

3.1 MCO and Allied System Partner will collaborate and work together in good faith to develop and maintain the Regional Allied System Coordination Plan, and to ensure that the Plan meets the following requirements:

- Clearly defines the roles and responsibilities of the allied systems in helping Medicaid enrollees served by more than one system;
- Identifies needed local resources, including initiatives to address those needs;
- Establishes a process for facilitation of community reintegration from out-of-home placements for enrollees of all ages;
- Establishes a process for working with the regional Accountable Community of Health, the regional Behavioral Health Administrative Services Organization, and first responders.
- Evaluate the need to develop additional procedures to engage and collaborate with first responders on topics such as crisis intervention, jail diversion, and prevention and treatment of overdoses.
- Facilitates linkages with social services and criminal justice/courts and providers under contact with the county or state; and



- Provides a procedure for MCO representative(s) to attend relevant stakeholder planning and advocacy meetings and to communicate and coordinate with other entities to ensure MCO is aligned with state and local behavioral health initiatives.

The parties will further ensure that the Plan includes the following:

- A process for sharing information related to eligibility, access and authorization;
- A process for sharing system issues;
- Procedures to identify and address joint training needs; and
- A process or format to address disputes related to service or payment responsibility, including attribution for hospital related claims.

3.2 MCO and Allied System Partner agree to communicate, collaborate and coordinate in accordance with the Regional Allied System Coordination Plan to support and serve individuals served by both MCO and Allied System Partner.

#### **IV. SHARING PROTECTED HEALTH INFORMATION**

MCO and Allied System Partner agree that any information shared pursuant to this MOU is shared for the purpose of developing or updating the Plan, or for the purpose of performing a party's obligations under the Plan or this MOU. ~~To ensure compliance with applicable state and federal law and regulation governing the use and disclosure of "protected health information," as that term is defined under 45 CFR §160.103, MCO and Allied System Partner have entered a [insert Business Associate Agreement ("BAA" or Data Use Agreement), which is attached hereto as Exhibit 1 and which is, by this reference, incorporated into this MOU in full. MCO and Allied System Partner will not use or disclose protected health information other than as permitted or required by this MOU or the BAA, or as required under applicable state or federal law.~~

#### **V. DISPUTE RESOLUTION**

5.1 Each party shall engage in good faith, and deal fairly in its performance hereunder to accomplish the parties' objectives and to avoid disputes. In the event of a dispute between the parties arising from this MOU, the parties will promptly meet and confer and use best efforts to resolve the dispute through informal negotiation. A guiding principle for resolving any dispute hereunder is that resolution should be sought at the lowest level possible and only progress up the hierarchy when satisfactory resolution has not been achieved.

5.2 Each party acknowledges and agrees that the parties' failure to resolve a dispute may result in termination of this MOU.

#### **VI. AMENDMENT**

Either party may amend this MOU upon written notice to the other party to maintain compliance with applicable state or federal law, regulation, binding directive, or government sponsored program requirements. This MOU may otherwise only be amended by the written agreement of both parties.

#### **VII. TERM AND TERMINATION; NOTICE**

7.1 The MOU shall become effective on the date both parties have duly executed this MOU. This MOU will remain in effect until it is terminated in accordance with the terms herein.

7.2 Either party may terminate this MOU, for any reason and at any time, upon thirty (30) days' written notice to the other party. Such notice, and other correspondence related to this MOU, must be sent to the contacts and addresses listed below and will be deemed effective upon receipt:

If to Allied System Partner, to:

If to MCO, to:

Commander Mark A. Thomas

Molina Healthcare

Andrew Nelson

1635 Grove St. Marysville, WA. 98270

22125 17th Ave SE

mthomas@marysvillewa.gov

Bothell, WA 98021

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by the dates and signatures herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

[Allied System Partner]

[MCO]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

By: Andrew Nelson\_\_\_\_\_

Title: \_\_\_\_\_

Title: VP, Network Management\_\_\_\_\_

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

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

Exhibit 1 to MOU

*[insert BAA, DUA, or other data sharing agreement]*