

Subject to Review and Approval  
by Department of Managed Health Care  
and Department of Health Care Services

**MEMORANDUM OF UNDERSTANDING**

**between**  
**CALIFORNIA HEALTH AND WELLNESS PLAN and**  
**COUNTY OF NEVADA for**  
**COORDINATION OF SERVICES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the COUNTY OF NEVADA, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" and CALIFORNIA HEALTH AND WELLNESS PLAN ("CHWP"), a health maintenance organization, whose address is PO Box 1558, Sacramento, CA 95812-1558, (Collectively the "Parties" and individually "Party") in order to implement certain provisions of Title 9 of the California Code of Regulations ("CCR").

WHEREAS COUNTY through its Department of Behavioral Health is a Mental Health Plan hereinafter referred to as "MHP", as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health ("DMH") to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual party's agreement with the State ("State") of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, the Department of Health Care Services may sanction a mental health plan pursuant to subdivision (e) of Section 14712 for failure to comply with the requirements of Welfare & Institutions Code Section 14715; and

WHEREAS, this MOU cannot conflict with MHP's obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient or the MHP's responsibilities as a federal managed care Prepaid Inpatient Health Plan (PHIP) under the 1025 (b) waiver; and

WHEREAS, all references in this MOU to "Members" are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTY through its MHP and CHWP in the delivery of specialty mental health services to Members served by both parties. It is the intention of COUNTY and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment 1, "Matrix of Parties' Responsibilities".

WHEREAS, Attachment B identified as "MMCD Policy Letter No. 00-01 REV." ("Policy Letter") which is attached hereto and incorporated herein, shall provide guidelines by which this MOU shall be governed. Any amendments to this Policy Letter shall automatically be incorporated by reference into this MOU.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. TERM

This MOU shall become effective retroactively to the 1<sup>st</sup> day of July, 2015, and shall terminate on the 30<sup>th</sup> day of June, 2018.

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or Director of COUNTY's Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend (if requested by the other party) and save harmless the other party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either party agrees to indemnify the other party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations.

9. AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP</u>	<u>COUNTY</u>
<u>California Health and Wellness Plan</u>	<u>COUNTY OF: Nevada</u>
<u>PO Box 1558</u>	<u>Behavioral Health Department, Attn: Rebecca Slade</u>
<u>Sacramento, CA 95812-1558</u>	<u>950 Maidu Avenue, Suite 120</u>
	<u>Grass Valley, CA 95945</u>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

11. GOVERNING LAW

The parties agree that for the purposes of venue, performance under this MOU is to be in Nevada County, California.

The rights and obligations of the parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

12. ENTIRE AGREEMENT

This MOU including all Exhibits and Attachments set forth below constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

**California Health and Wellness Plan**

County of Nevada  
(Legibly Print Name of Provider)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Edward C. Scofield

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

Title: Chair, Board of Supervisors

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

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

Tax Identification Number: 94-6000526

<p><b>To be completed by California Health and Wellness Plan only:</b></p> <p>Effective Date of Agreement:</p>
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Approved as to Form:

\_\_\_\_\_  
County Counsel

Included in Agreement	Attachment/Exhibit
	<b>Attachment – Matrix of Parties' Responsibilities</b>

ATTACHMENT A  
MEMORANDUM OF UNDERSTANDING  
MATRIX OF RESPONSIBILITIES

CATEGORY	Mental Health PLAN (MHP)	CH&W
<p>1. Basic Requirements</p>	<p>1. MHP agrees to address policies and procedures with the CH&amp;W that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.</p>	<p>2. CH&amp;W agrees to address policies and procedures with the MHP that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.</p>
<p>2 Mental Health Covered Services</p>	<p>1. MHP is responsible for providing CH&amp;W members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. <b>See Attachment B: APL 03-21 Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services</b></p> <p>2. Conditions that the <i>Diagnostic and Statistical Manual (DSM)</i> identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by CH&amp;W.</p> <p>3. All services must be provided in a culturally and linguistically appropriate manner</p>	<p>1. CH&amp;W is obligated to cover and pay for mental health assessments of CH&amp;W members with potential mental health disorders rendered by CH&amp;W's network providers for services that are Plan responsibility. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice.</p> <p>2. CH&amp;W is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual (DSM)</i> that is also covered according to State regulations and consistent with DHCS APL 03--21 (<b>Attachment B</b>) and any revisions thereto.</p> <p>3. CH&amp;W will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in CH&amp;W's provider network</p>

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		<p>within the scope of their practice. <b>See Attachment B: Attachment 1, Mental Health Services Description Chart for Medi-Cal Managed Care Members.</b></p> <p>4. Conditions that the DSM identifies as relational problems (<i>e.g. couples counseling, family counseling for relational problems</i>) are not covered as part of the new benefit by CH&amp;W nor by the MHP.</p> <p>5. All services must be provided in a culturally and linguistically appropriate manner.</p>
3. Oversight Responsibilities	<p>a. MHP's Administrative Staff is the Liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU.</p> <p>b. MHP will have staff participate on an oversight team comprised of representatives from both CH&amp;W and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU.</p> <p>c. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and CH&amp;W may determine the composition of the multidisciplinary teams.</p> <p>d. The MHP and CH&amp;W oversight teams and multidisciplinary teams may be the same teams.</p> <p>e. MHP Liaison will provide CH&amp;W with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on</p>	<p>a. CH&amp;W's affiliate behavioral health company, Cenpatico Behavioral Health ("Cenpatico") has direct contracts with mental health professionals (LMHP) network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities.</p> <p>b. CH&amp;W has a Public Programs Administrator/liaison that will participate on an oversight team comprised of representatives from both MHP and CH&amp;W who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of this MOU.</p> <p>c. CH&amp;W will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CH&amp;W and MHP may determine the composition of the multidisciplinary teams.</p> <p>d. CH&amp;W and the MHP oversight teams and multidisciplinary teams may be the same teams.</p> <p>e. CH&amp;W Liaison will provide MHP with an updated list of its</p>



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	the MHP's managed care website.	LMHPs and specialists.
4 Screening, Assessment and Referral	<p>a. MHP accepts referrals from CH&amp;W Staff, providers and members' self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*.</p> <p>b. If it is determined by CH&amp;W's LMHP that the member may meet specialty mental health services medical necessity criteria, the CH&amp;W LMHP refers the member to the MHP for further assessment and treatment.</p> <p>c. MHP providers will refer CH&amp;W members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</p>	<p>1. CH&amp;W is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if CH&amp;W or the MHP will provide mental health services.</p> <p>2. CH&amp;W accepts referrals from MHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within CH&amp;W's 's LMHP network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury.</p> <p>When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*.</p> <p>3. CH&amp;W PCP's will refer CH&amp;W members to a CH&amp;W LMHP for:</p> <ul style="list-style-type: none"> <li>i. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP).</li> <li>ii. If it is determined by the CH&amp;W LNHP that the member may meet the Specialty Mental Health Services (SMHS) medical necessity criteria, the CH&amp;W LMHP refers the</li> </ul>

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		<p>member to the MHP for further assessment and treatment.</p> <p>When a CH&amp;W member's condition improves under SMHS and the CH&amp;W LMHP and MHP coordinate care, the CH&amp;W member may return to the CH&amp;W LMHP.</p> <p>4. Primary care mental health treatment includes:</p> <ul style="list-style-type: none"> <li>a. Basic education, assessment, counseling and referral and linkage to other services for all CH&amp;W members</li> <li>b. Medication and treatment for <ul style="list-style-type: none"> <li>i. Mental health conditions that would be responsive to physical healthcare-based treatment</li> <li>ii. Mental health disorders due to a general medical condition</li> <li>iii. Medication-induced reactions from medications prescribed by physical health care providers.</li> </ul> </li> </ul>
5. Care Coordination	1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI) that	1. CH&W must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. CH&W will cover related services for Electroconvulsive Therapy (ECT) such as anesthesiologist services provided on an outpatient basis. Per MMCD

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	<p>are received by an CH&amp;W member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.</p>	<p>Policy Letter No. 00-01 REV.</p> <ol style="list-style-type: none"> <li>2. CH&amp;W will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV.</li> <li>3. CH&amp;W is not required to cover room and board charges or mental health services associated with a CH&amp;W member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</li> </ol>
<p>5.a. Laboratory, Radiological and Radioisotope Services</p>	<ol style="list-style-type: none"> <li>1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of CH&amp;W contract providers.</li> </ol>	<ol style="list-style-type: none"> <li>1. CH&amp;W will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV.</li> <li>2. CH&amp;W will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services.</li> <li>3. A list of CH&amp;W contracted providers is available on-line.</li> <li>4. CH&amp;W will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.</li> </ol>
<p>5.b. Home Health Agency Services</p>	<ol style="list-style-type: none"> <li>1. MHP shall cover and pay for medication support services,</li> </ol>	<ol style="list-style-type: none"> <li>1. CH&amp;W will cover and pay for prior authorized home health</li> </ol>

CATEGORY	Mental Health PLAN (MHP)	CH&W
	<p>case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to a CH&amp;W member who is homebound. MHP will collaborate with CH&amp;W on any specialty mental health services being provided to an CH&amp;W member.</p>	<p>agency services as described in Title 22, CCR, Section 51337* prescribed by a CH&amp;W provider when medically necessary to meet the needs of homebound CH&amp;W members. CH&amp;W is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.</p> <p>2. CH&amp;W will refer members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program if appropriate.</p>
<p>5.c. Pharmaceutical Services and Prescribed Drugs</p>	<ol style="list-style-type: none"> <li>1. The MHP list of contracted network providers is available on line.</li> <li>2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for CH&amp;W members under their treatment</li> <li>3. MHP will coordinate with CH&amp;W representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the CH&amp;W formulary and/or available for dispensing by CH&amp;W network pharmacies unless otherwise stipulated by state regulation.</li> <li>4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for CH&amp;W members</li> <li>5. MHP providers will utilize CH&amp;W contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications.</li> <li>6. MHP will assist CH&amp;W in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists.</li> <li>7. MHP will share with CH&amp;W a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is</li> </ol>	<ol style="list-style-type: none"> <li>1. CH&amp;W will: <ol style="list-style-type: none"> <li>a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers</li> <li>b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line.</li> <li>c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services</li> <li>d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP</li> </ol> </li> <li>2. CH&amp;W will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by CH&amp;W network pharmacies unless otherwise stipulated by state regulation. <b><i>(See the Medi-Cal provider manual for Drugs Excluded from CH&amp;W Coverage</i></b></li> </ol>

CATEGORY	Mental Health PLAN (MHP) limited on a quarterly basis.	CH&W
		<p data-bbox="1073 233 1398 470"><u><a href="http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp">http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp</a></u> ). CH&amp;W will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions</p> <ul style="list-style-type: none"> <li data-bbox="1117 478 1398 653">a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by CH&amp;W network pharmacies</li> <li data-bbox="1117 661 1398 869">b. CH&amp;W will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers</li> <li data-bbox="1117 877 1398 1352">c. CH&amp;W will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV.</li> </ul> <p data-bbox="1024 1360 1398 1541">3. CH&amp;W PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</p> <p data-bbox="1024 1549 1398 1843">4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with CH&amp;W or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.</p>
5.d. Service Authorizations	1. For any member needing	1. CH&W will authorize medical

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	<p>prescribed drugs and laboratory services when necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of CH&amp;W contracted providers found on their website.</p> <p>2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.</p>	<p>assessment and/or treatment services by CH&amp;W LMHPs who are credentialed and contracted with CH&amp;W for covered medically necessary services.</p> <p>2. CH&amp;W will inform PCPs that they may refer members to the MHP for specialty mental health services.</p> <p>3. CH&amp;W contracted providers can be found on the website.</p>
<p>5.e. Nursing and Residential Facility Services</p>	<p>1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*]</p> <p>2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</p>	<p>1. CH&amp;W will arrange and pay for nursing facility services for CH&amp;W members who meet the medical necessity criteria per Title 22, CCR, Section 51335*.</p> <p>2. CH&amp;W will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time.</p> <p>3. CH&amp;W will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</p>
<p>5.f. Developmentally Disabled Services</p>	<p>1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</p> <p>2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an CH&amp;W member when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*.</p>	<p>1. CH&amp;W and CH&amp;W providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>2. CH&amp;W will maintain a current MOU with the Regional Center</p>
<p>6. Exchange of Protected Health Information</p>	<p>1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p>	<p>1. CH&amp;W will comply with applicable portions of</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> </ul>

CATEGORY	Mental Health PLAN (MHP)	CH&W
	<ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> <li>• Title 9, CCR, Section 1810.370(a)(3)*</li> </ul> <ol style="list-style-type: none"> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines.</li> </ol>	<ul style="list-style-type: none"> <li>• LPS / W &amp; I Code Sections 5328- 5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37) Title 9, CCR, Section 1810.370(a)(3)*</li> </ul> <ol style="list-style-type: none"> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. CH&amp;W will encrypt any data transmitted via email containing confidential data of CH&amp;W members such as PHI and Personal Confidential Information (PCI) or other confidential data to CH&amp;W or anyone else including state agencies.</li> <li>4. CH&amp;W will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>
7. Reporting and Quality Improvement Requirements	<ol style="list-style-type: none"> <li>1. MHP in conjunction with CH&amp;W will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>2. No less than semi-annually, MHP and CH&amp;W will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration</li> </ol>	<ol style="list-style-type: none"> <li>1. CH&amp;W in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>2. No less than semi-annually, CH&amp;W and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration</li> </ol>

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	<p>between MHP and CH&amp;W .</p> <p>3. MHP and ANTHEM will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and CH&amp;W , the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and CH&amp;W , as well as quality strategies to address duplication of services.</p> <p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p>	<p>between CH&amp;W and the MHP.</p> <p>3. CH&amp;W and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between CH&amp;W and the MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from CH&amp;W and the MHP, as well as quality strategies to address duplication of services.</p> <p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p>
<p>8. Dispute Resolution</p>	<p>1. MHP Liaison will participate in an annual review, update and/or renegotiations with CH&amp;W on this agreement as is mutually agreed.</p> <p>2. When the MHP has a dispute with CH&amp;W that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or CH&amp;W under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</p> <p>3. Either the MHP or CH&amp;W shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: (a) A summary of the issue and</p>	<p>1. CH&amp;W Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.</p> <p>2. When CH&amp;W has a dispute with the MHP that cannot be resolved to the satisfaction of CH&amp;W concerning the obligations of the MHP or CH&amp;W under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, CH&amp;W may submit a request for resolution to the Department.</p> <p>3. Either the MHP or CH&amp;W shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: (a) A summary of the issue and</p>



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	<p>a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</p> <p>(b) History of attempts to resolve the issue.</p> <p>(c) Justification for the desired remedy.</p> <p>(d) Documentation regarding the issue.</p> <p>(e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other party within seven calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request.</p> <p>(f) The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.</p>	<p>a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</p> <p>(b) History of attempts to resolve the issue.</p> <p>(c) Justification for the desired remedy.</p> <p>(d) Documentation regarding the issue.</p> <p>(e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request.</p> <p>(f) The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.</p>
<p>8.a. Departments' Responsibility for Review of Disputes</p>	<ol style="list-style-type: none"> <li>1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</li> <li>2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CH&amp;W .</li> <li>3. The individuals reviewing the</li> </ol>	<ol style="list-style-type: none"> <li>1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</li> <li>2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CH&amp;W .</li> <li>3. The individuals reviewing the</li> </ol>

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	<p>dispute may, at their discretion, allow representatives of both the MHP and CH&amp;W an opportunity to present oral argument.</p>	<p>dispute may, at their discretion, allow representatives of both the MHP and CH&amp;W an opportunity to present oral argument.</p>
<p>8.b. Provision of Medically Necessary Services Pending Resolution of Dispute</p>	<p>1. A dispute between an MHP and CH&amp;W shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:</p> <p>(a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or</p> <p>(b) When the dispute concerns the MHP's contention that CH&amp;W is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved.</p>	<p>1. A dispute between an MHP and CH&amp;W shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:</p> <p>(a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or</p> <p>(b) When the dispute concerns CH&amp;W 's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, CH&amp;W shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide CH&amp;W with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the CH&amp;W provider responsible for the beneficiary's care.</p>
<p>9. Emergency and After-Hours</p>	<p>1. MHP will have a toll free 24</p>	<p>1. All CH&amp;W members have</p>

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	<p>hours a day, seven days a week line available to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis.</p> <p>2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an CH&amp;W member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV.</p> <p>3. The MHP is responsible for the facility charges resulting from the emergency services and care of an CH&amp;W member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV.</p> <p>4. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV.</p>	<p>access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by CH&amp;W providers. CH&amp;W 's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice.</p> <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</p> <p>In general, the LMHP must be available to CH&amp;W members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with an on-call provider to cover when s/he is not available.</p> <p>2. CH&amp;W shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</p> <p>3. CH&amp;W shall cover and pay for the facility charges resulting from the emergency services and care of an - CH&amp;W member whose condition meets MHP medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a</p>

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		<p>different facility.</p> <p>4. CH&amp;W shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a CH&amp;W member with an excluded diagnosis or a CH&amp;W member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services.</p> <p>5. Payment for the professional services of a mental health specialist required for the emergency services and care of a CH&amp;W member with an excluded diagnosis is the responsibility of CH&amp;W .</p>
10. Member and Provider Education	MHP and CH&W , will coordinate and determine the training requirements for member and provider access to MHP and CH&W covered mental health services.	CH&W and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and CH&W covered mental health services.
11. Grievances and Appeals	<p>1. MHP will share with CH&amp;W the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services.</p> <p>2. MHP will ensure that the CH&amp;W members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services.</p> <p>3. MHP will ensure that the CH&amp;W members receive specialty mental health services and prescription drugs while the dispute is being resolved.</p>	<p>1. CH&amp;W has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services.</p> <p>2. CH&amp;W liaison will coordinate and share the established complaint and grievance process for its CH&amp;W MHP members with the MHP.</p> <p>3. CH&amp;W will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services</p> <p>4. CH&amp;W will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.</p>
12. Emergency and Non-Emergency Medical Transportation	1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility	1. CH&W will arrange and pay for transportation of members needing medical transportation

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	<p>of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.</p>	<p>from:</p> <ul style="list-style-type: none"> <li>a. The emergency room for medical evaluation.</li> <li>b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition</li> <li>c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition</li> </ul> <p>2. CH&amp;W will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</p> <p>3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*.</p> <p>4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation</p> <p>5. CH&amp;W will cover all nonemergency medical transportation, necessary to obtain program covered</p>

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		<p>services</p> <ul style="list-style-type: none"> <li>a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization.</li> <li>b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs.</li> </ul> <p>6. CH&amp;W will cover and pay for medically necessary non-emergency medical transportation services when prescribed for a CH&amp;W member by the MHP when authorization is obtained.</p> <p>7. CH&amp;W will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by CH&amp;W.</p>
13. Consultation	<ul style="list-style-type: none"> <li>1. MHP encourages the use of the consultation by MHP providers with CH&amp;W PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.</li> <li>2. For those CH&amp;W members who are included in MHP services, MHP will provide clinical consultation and training to the CH&amp;W PCPs, other Licensed Mental Health Professionals and/or CH&amp;W staff on the following topics</li> </ul>	<ul style="list-style-type: none"> <li>1. PCP providers will be available to consult with MHP and MHP providers about CH&amp;W members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.</li> <li>2. For those CH&amp;W members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, CH&amp;W and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ul style="list-style-type: none"> <li>a. Acquiring access to</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>a. Recommended physical healthcare-based treatment for diagnosed conditions</li> <li>b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns)</li> <li>c. Treatment of stabilized but serious and debilitating mental disorders</li> <li>d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication)</li> <li>e. Treatment of complicated sub-syndrome psychiatric symptoms</li> <li>f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions</li> <li>g. Treatment of outpatient mental health services that are within the CH&amp;W PCP's scope of practice.</li> </ul>	<ul style="list-style-type: none"> <li>covered CH&amp;W medical services</li> <li>b. Treatment of physical symptoms precipitated by medications used to treat mental disorders</li> <li>c. Treatment of complicated sub-syndrome medical symptoms</li> <li>d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.</li> </ul>

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California Health & Wellness Plan

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Date

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County Behavioral Health

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