

MEMORANDUM OF UNDERSTANDING

Between

**SANTA CRUZ-MONTEREY-MERCED MANAGED MEDICAL CARE
COMMISSION dba**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

and

**the COUNTY OF MONTEREY, on behalf of the MONTEREY
COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH
BUREAU, THE STATE-CONTRACTED MONTEREY COUNTY
MENTAL HEALTH PLAN**

PURPOSE OF MEMORANDUM OF UNDERSTANDING (MOU):

This MOU is made by and between Central California Alliance for Health (the Alliance) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health, Bureau, the state-contracted Monterey County Mental Health Plan (MHP) to address the ways both parties will work together when providing and coordinating care for Alliance members who may require mental health or substance use services. This MOU outlines the services covered by the Alliance and MHP and includes protocols for screening, assessment, and referrals,

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coordinating the care of Alliance members served by both parties and a mutually satisfactory process for resolving disputes to ensure the coordination of medically necessary Medi-Cal covered physical and mental health care services.

MENTAL HEALTH SERVICES OVERVIEW:

Specialty mental health services, as defined in California Code of Regulations (CCR) Title 9, Section 1810.247 and in accordance with Chapter 11, shall be provided to Medi-Cal beneficiaries of each county through a mental health plan (MHP) which contracts with the Department of Health Care Services (DHCS) to provide specialty mental health services to Medi-Cal beneficiaries and to share in the financial risk of providing specialty mental health services as provided in Chapter 11. When a mental health plan contracts with DHCS pursuant to Chapter 11, all beneficiaries of that county shall be eligible to receive Medi-Cal funded specialty mental health services as described in Chapter 11 only through the mental health plan. Medi-Cal funded services that are not the responsibility of the mental health plan may be obtained by beneficiaries under the provisions of Title 22, Division 3, Subdivision 1, beginning with Section 50000.

MEDI-CAL MANAGED CARE HEALTH PLAN OVERVIEW:

The Alliance is a locally governed non-profit health plan that serves over 225,000 members in Santa Cruz, Monterey and Merced counties. The Alliance is a publicly operated regional plan using the State's preferred County Organized Health System (COHS) model of Medi-Cal managed care. Since 1996 the Alliance has worked to improve health care locally for people living in the Central Coast region, and on October 1, 2009 also began serving people living in Merced County. The Alliance was developed to improve access to health care for lower income residents who lacked a "medical home" and so relied on the emergency rooms for primary care. The Alliance has pursued this mission by linking members to primary care physicians and clinics that deliver timely services and preventive care, and arrange referrals to specialty care. The Alliance is contractually responsible for the arrangement and payment of all medically necessary Medi-Cal covered physical health care services not otherwise excluded to Medi-Cal members who require specialty mental health services as well as the provision of outpatient mental health services for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition as outlined in this MOU. The Alliance has contracted with a Managed Behavioral Health Organization (MBHO) to develop a provider network, process and pay claims, conduct member screening to determine appropriate referrals for mental health services, and provide consultation and support to PCPs in managing mental health needs within their scope of practice including medication management.

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ACRONYM LIST:

- APL: All Plan Letter
- BAA: Business Associate Agreement
- CCR: California Code of Regulations
- CFR: Code of Federal Regulations
- COHS: County Organized Health System
- DHCS: Department of Health Care Services
- DSM: Diagnostic and Statistical Manual of Mental Disorders
- EPSDT: Early and Periodic Screening, Diagnosis, and Treatment
- FFS: Fee For Service
- MBHO: Managed Behavioral Health Organization
- MHP: Mental Health Plan (County)
- MMCD: Medi-Cal Managed Care Division
- MOU: Memorandum of Understanding
- PCP: Primary Care Physician
- SARC: San Andreas Regional Center
- SBIRT: Screening, Brief Intervention, and Referral to Treatment
- SMHS: Specialty Mental Health Services
- SUD: Substance Use Disorder
- USPSTF: United States Preventive Services Task Force

MOU CONTENT:

The tables that follow outline the ways that the Alliance and the MHP will provide and coordinate member care in accordance with Medi-Cal Managed Care Division (MMCD) Policy Letter (PL) 00-01 REV; CCR Title 9; DHCS' Medi-Cal Managed Care Division (MMCD) All Plan Letters (APLs) 13-018, 13-021, and 14-005; and the Alliance's DHCS contract (State Contract). The left hand column denotes the category of responsibility and includes reference to the specific regulatory/contractual language that guides care coordination. The center column details what the MHP is responsible for and the right column the responsibilities of the Alliance.

As this is a NOT a service agreement, the County's insurance and indemnification requirements do not apply.
In consideration of their mutual agreements and promises, the parties hereto agree as follows:

Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
OVERSIGHT RESPONSIBILITIES	This MOU shall be effective on the date executed and shall renew automatically for subsequent terms of two (2) years each unless earlier terminated or amended.	This MOU shall be effective on the date executed and shall renew automatically for subsequent terms of two (2) years each unless earlier terminated or amended.
APL 13-018		

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<p>COVERED SERVICES AND ELIGIBILITY</p> <p>APL 13-018 APL 13-021 Title 9 State Contract, Ex A, Attach 21</p>	<p>MHP will provide 60 days' written notice to the Alliance if modifications to the MOU are needed.</p> <p>The MHP will provide Specialty Mental Health Services (SMHS) as outlined in Title 9. These services include the following outpatient and inpatient services that meet SMHS criteria.</p> <p>Outpatient</p> <ol style="list-style-type: none"> 1. Mental Health Services <ol style="list-style-type: none"> a. Assessment b. Plan development c. Therapy d. Rehabilitation e. Collateral 2. Medication Support Services 3. Day Treatment Intensive 4. Day Rehabilitation 5. Crisis Residential 6. Adult Crisis Residential 	<p>Alliance will provide 60 days' written notice to the MHP if modifications to the MOU are needed.</p> <p>The Alliance approach to mental health management includes working with a contracted Managed Behavioral Health Organization (MBHO) that has been delegated the following responsibilities:</p> <ol style="list-style-type: none"> 1. Development of a mental health provider network to provide mild to moderate mental health services as outlined in this MOU. 2. MBHO staff will be co-located with Alliance staff to provide coordination of member care, including coordination with county services. 3. Processing and payment of all mild to moderate mental health claims. <p>The Alliance will provide the services listed below when medically necessary and provided by PCPs or licensed and/or credentialed mental health professionals in the MBHO provider network within the scope of their practice for adults and children diagnosed with a mental health disorder, as defined by the most recent Diagnostic and Statistical Manual of Mental Disorders (DSM), that results in mild to moderate distress or impairment of mental, emotional, or behavioral functioning.</p> <ol style="list-style-type: none"> 1. Individual and group mental health evaluation and treatment (psychotherapy); 2. Psychological testing, when clinically indicated to evaluate a mental health condition; 3. Outpatient services for the purposes of monitoring drug therapy;

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<p>MEDICAL NECESSITY DETERMINATION</p> <p>APL 13-021 Title 9</p>	<p>7. Crisis Intervention 8. Crisis Stabilization 9. Targeted Case Management 10. Therapeutic Behavioral Services</p> <p>Inpatient</p> <ol style="list-style-type: none"> 1. Acute psychiatric inpatient hospital services 2. Psychiatric Health Facility Services 3. Psychiatric Inpatient Hospital Professional Services if the beneficiary is in fee-for-service hospital <p>See Attachment 1 to APL 13-021 attached to and made part of this MOU for details on eligibility and services.</p>	<ol style="list-style-type: none"> 4. Outpatient laboratory, drugs, supplies, and supplements (excluding medications listed in APL 13-021 Attachment 2); and, 5. Psychiatric consultation <p>Conditions that the DSM identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the mental health benefit by the Alliance. All services must be provided in a culturally and linguistically appropriate manner.</p> <p>See Attachment 1 to APL 13-021 attached to and made part of this MOU for details on eligibility and services.</p> <p>For Alliance-covered services, medically necessary services are defined as reasonable and necessary services to protect life, prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis and treatment of disease, illness, or injury. These include services to:</p> <ol style="list-style-type: none"> 1. Diagnose a mental health condition and determine a treatment plan; 2. Provide medically necessary treatment for mental health conditions (excluding couples and family counseling for relational problems) that result in mild or moderate functional impairment; and, 3. Refer adults to the MHP for specialty mental health services when a mental health diagnosis covered by MHP results in significant functional impairment; or refer children under age 21 to MHP for specialty mental health services when
	<p>Regulations governing medical necessity criteria may be found at Title 9, California Code of Regulations (CCR), Sections (§§) 1820.205 (inpatient), 4 1830.205 (outpatient), and 1830.210 (outpatient for beneficiaries under the age of 21).</p> <ol style="list-style-type: none"> 1. Pursuant to Title 9, CCR §1830.205, a beneficiary must meet the following criteria to receive outpatient Medi-Cal specialty mental health services: <ol style="list-style-type: none"> a. Diagnosis: The beneficiary has one or more diagnoses covered by Title 9, CCR §1830.205(b)(1), whether or not additional diagnoses that are not included in Title 9, CCR §1830.210(b)(1) are also present. b. Impairment: The beneficiary must have at least one of the following 	

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	<p>impairments as a result of the covered mental health diagnosis (see #1.a. above):</p> <ul style="list-style-type: none"> i. A significant impairment in an important area of life functioning; ii. A reasonable probability of significant deterioration in an important area of life functioning; <p>or,</p> <ul style="list-style-type: none"> iii. Except as described in #2 below, a reasonable probability a child (e.g. a beneficiary under the age of 21) will not progress developmentally as individually appropriate. <p>c. Intervention: The proposed intervention is focused on addressing the impairment resulting from the covered diagnosis with the expectation that the proposed intervention will significantly diminish the impairment, prevent significant deterioration in an important area of life functioning, or, except as described in #2 below, allow the child to progress developmentally as individually appropriate. In addition, the beneficiary's condition would not be responsive to physical health care based treatment.</p> <p>2. Pursuant to Title 9, CCR, §1830.210, for beneficiaries under the age of 21 receiving services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit who do not meet the medical necessity requirements</p>	<p>they meet the criteria for those services.</p>

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<p>AFTER HOURS POLICIES AND PROCEDURES APL 13-018</p>	<p>described in #1.b and #1.c above, medical necessity criteria for specialty mental health services other than psychiatric inpatient hospital services are met when all of the following exist:</p> <ul style="list-style-type: none"> a. Diagnosis: The beneficiary has one or more diagnoses covered by Title 9, CCR §1830.205(b)(1), whether or not additional diagnoses that are not included in Title 9, CCR §1830.210(b)(1) are also present; b. Impairment: The beneficiary has a condition that would not be responsive to physical health care-based treatment and meets the requirements of Title 22, CCR §51340(e)(3)(A) with respect to the mental illness which provides a list of criteria that apply to the provision of EPSDT supplemental services including, but not limited to, the requirement that the service provided must correct or ameliorate the mental health condition; and, c. Intervention: The services are necessary to correct or ameliorate defects and physical and mental illnesses and conditions discovered by the screening services. 	<p>The Alliance’s contracted MBHO maintains a 24/7 phone line for members and providers. Calls made after hours will be handled by clinical professionals as needed. Access to Primary Care Providers (PCPs) 24 hours a</p>

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<p>SCREENING, ASSESSMENT, AND REFERRALS</p> <p>MMCD PL 00-01 REV, p. 5, 22-23 Title 9, 1810.370, p. 37, 1830.205, p. 75-76 State Contract, Ex A, Attach 10, 7.D.3-4 State Contract, Ex A, Attach 11, 5.A.3 State Contract, Ex A, Attach 12, 3.A.1 APL 13-021 State Contract, Ex A, Attach 21, 1.B.4 State Contract, Ex A, Attach 21, 2.A</p>	<p>The Clinical Model attached to this MOU details various “doors” through which members can access mental health services.</p> <p>Any Alliance PCP, MBHO staff, or MHP staff can complete a mental health screening using the screening tool agreed to by the MHP and the Alliance. The screening tool is designed to identify members who may be eligible for SMHS as well as services that can be provided by a PCP or one of the MBHO mental health providers.</p> <p>MHP agrees that members screened and referred for county services will receive a full assessment for SMHS. If MHP determines a member is not eligible for SMHS after conducting a full assessment the member will be referred to the MBHO network for referral to a contracted mental health provider. The screening tools also identify members who may best be served by their PCP. An instruction sheet accompanies the screening tools to ensure consistency in the process. The use of other evidence based tools is not prohibited by this MOU.</p> <p>Members in need of urgent care will be referred to the county via person-to-person or “warm” telephone transfers to the county crisis program</p>	<p>At any time that a member is in a crisis situation 911 will be called.</p> <p>The Clinical Model attached to this MOU details various “doors” through which members can access mental health services.</p> <p>Any Alliance PCP, MBHO staff, and MHP staff can complete a mental health screening using the screening tool agreed to by the MHP and the Alliance. The screening tool is designed to identify members who may be eligible for SMHS as well as services that can be provided by a PCP or one of the MBHO mental health providers.</p> <p>The Alliance agrees to refer members to MHP after screening using the agreed upon tools. If MHP determines a member is not eligible for SMHS after conducting a full assessment the Alliance MBHO will refer the member to a contracted mental health provider. The screening tools also identify members who may best be served by their PCP. The MBHO will provide clinical consultation for PCPs as requested both for medication management and consultation on mental health conditions being managed by a PCP. An instruction sheet accompanies the screening tools to ensure consistency in the process.</p> <p>Members in need of urgent care will be referred to the county via person-to-person or “warm” telephone</p>

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	<p>during their call center hours.</p> <p>Provide access to Specialty Mental Health Services for Members who meet criteria in Title 9 CCR, Division 1, Chapter 11, Sections 1820.205, 1830.205, and 1830.210 of the California Code of Regulations.</p> <p>Referrals for Drug Medi-Cal Alcohol and Substance Abuse Treatment as defined in Title 22 CCR Section 51341.1 will be referred to:</p> <ul style="list-style-type: none"> ● Community Human Services, (831) 424-4828-Off Main Clinic <ul style="list-style-type: none"> ○ Narcotic Treatment Program consisting of methadone dosing, individual and group counseling. ● Valley Health Associates, (831) 424-6655 <ul style="list-style-type: none"> ○ Narcotic Treatment Program consisting of methadone dosing, individual and group counseling. ● Door To Hope, (831) 758-0181 <ul style="list-style-type: none"> ○ Outpatient Drug Free, Individual and Group Counseling 	<p>transfers to the county crisis program during their call center hours.</p> <p>Provide Members all covered physical and mental health care services as specified in the Alliance's Medi-Cal Managed Care contract with the Department of Health Care Services (DHCS).</p> <p>Any time a member requires a medically necessary outpatient mental health service that is not available within the MBHO provider network; the Alliance shall ensure access to out-of-network and Telehealth mental health providers as necessary to meet access requirements.</p> <p>Ensure that Alliance PCPs accept referrals from MHP and MBHO mental health providers for medical consults.</p> <p>Referrals for Drug Medi-Cal Alcohol and Substance Abuse Treatment as defined in Title 22 CCR Section 51341.1 will be referred to:</p> <ul style="list-style-type: none"> ● Community Human Services, (831) 424-4828-Off Main Clinic <ul style="list-style-type: none"> ○ Narcotic Treatment Program consisting of methadone dosing, individual and group counseling. ● Valley Health Associates, (831) 424-6655 <ul style="list-style-type: none"> ○ Narcotic Treatment Program consisting of methadone dosing, individual and group counseling. ● Door To Hope, (831) 758-0181 <ul style="list-style-type: none"> ○ Outpatient Drug Free, Individual and Group

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<p>Services for Developmentally Disabled</p>	<p>Provide coverage for Covered SMHS for developmentally disabled individuals when a CCR Title 9 Specialty Mental Health included diagnosis exists and is primary to the developmental disability and Medical Necessity criteria are met. MHP will have an MOU with SARC delineating these responsibilities.</p>	<p style="text-align: center;">Counseling</p> <p>Provide coverage for mental health services for developmentally disabled members with mild to moderate impairment of mental, emotional, or behavioral functioning. Refer Members to the San Andreas Regional Center (SARC) for non-medical services such as respite care, out of home placement, supportive living, etc., if such services are needed. The Alliance will have an MOU with SARC delineating these responsibilities.</p>
<p>PCP's Scope of Practice</p> <p>MMCD PL 00-01 REV, p. 6 State Contract, Ex A, Attach 10, 7.D.1 State Contract, Ex A, Attach 12, 3.A.3 APL 13-021</p>	<p>Conduct triage and assessment for Members who present with a possible diagnosis that falls within the Alliance PCPs scope of practice. Make referrals as appropriate following the screening, assessment and referral process outlined in this MOU.</p>	<p>Ensure that PCPs are responsible for providing the following types of diagnostic assessments:</p> <ol style="list-style-type: none"> 1. Exclude general medical conditions causing psychiatric symptoms. 2. Identifying and treating those general medical conditions that are causing or exacerbating psychiatric symptoms. 3. Have the option to screen for mental health services using the agreed upon screening tool as outlined in this MOU. <p>Alliance PCPs are responsible for mental disorders due to a general medical condition and those that would be responsive to physical health care based treatment.</p> <p>PCPs are also required to offer Screening, Brief Intervention, and Referral to Treatment (SBIRT) services to all members who are adults 18 years and older related to alcohol misuse as recommended by the US Preventative Services Task Force (USPSTF).</p> <p>The PCP is responsible for making referrals to county</p>

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<p>Care Coordination</p> <p>MMCD PL 00-01 REV, p. 7, 22 Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 10, 7.D.4 State Contract, Ex A, Attach 11, 7.D</p>	<p>Require MHP network mental health providers to coordinate care with the Member's PCP and/or MBHO mental health providers, including medication regimens and laboratory services.</p>	<p>alcohol and drug or other programs for treatment for substance use disorders, including alcoholism.</p> <p>Require coordination of care by Alliance PCPs and MBHO mental health providers with MHP providers for Members who simultaneously use MHP services, including but not limited to retrospective monitoring of Members who receive psychotropic medications.</p>
<p>Clinical Consultation</p> <p>MMCD PL 00-01 REV, p. 5 Title 9, 1810.370, p. 37 Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 12, 3.A.2</p>	<p>Request their providers prescribe and monitor the effects and side effects of psychotropic medications prescribed for those Members under treatment. MHP providers will provide PCPs with a list of member's psychotropic medications on a regular basis.</p> <p>Contact Member's PCP requesting any necessary authorizations in the event that the diagnosis and/or treatment of an included specialty mental health condition requires diagnostic services.</p> <p>Coordinate with Alliance Pharmacy Benefits Manager and its pharmacies in order to access the Alliance formulary. The Alliance formulary can be found on the Alliance's website at http://www.ccah-alliance.org/formulary.html. This will ensure that Members have access to medications covered by the Alliance, unless otherwise stipulated by State regulation.</p>	<p>Request its providers monitor the effects and side effects of psychotropic medications prescribed for those Members whose psychiatric conditions are under treatment. The Alliance MBHO mental health providers will provide clinical consultation to Alliance PCPs on medication management and provide regular feedback to PCPs on the status of member mental health treatment.</p> <p>Ensure that Alliance providers follow-up with mental health providers on any requests, assessment, test results, treatment plans, etc., as needed.</p> <p>Invite representation from MHP to participate in the pharmacy and therapeutics discussions which involve formulary consideration of psychotropic medications that are Alliance covered benefits and which have an approved application for treatment of Alliance-included mental health conditions.</p>
<p>Drug and Laboratory Services</p> <p>MHP's Prescribing Physicians</p> <p>List of Available Pharmacies</p>	<p>Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric medications or to monitor side effects from</p>	<p>Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric medications or to monitor side effects from</p>

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<p>MMCD PL 00-01 REV, p. 6, 13-14 Title 9, 1810.370, p. 38 Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 12, 3.A.5.a-d & f State Contract, Ex A, Attach 10, 7.D.1 & 2c & 2f-h APL 13-021</p>	<p>psychiatric medications. Supplies may include laboratory supplies. Supplements may include vitamins that are not specifically excluded in the Medi-Cal formulary and that are scientifically proven effective in the treatment of mental health disorders (although none are currently indicated for this purpose at the time of this agreement).</p> <p>Utilize services of Alliance contracted laboratory providers as needed, in connection with the administration and management of psychotropic medications.</p> <p>Coordinate with the Member's PCP, when practical, for all ordered laboratory services.</p> <p>Provide a current list of MHP contracted specialty mental health providers and their qualifications to Alliance in a timely manner and update lists as needed thereafter.</p>	<p>psychiatric medications. Supplies may include laboratory supplies. Supplements may include vitamins that are not specifically excluded in the Medi-Cal formulary and that are scientifically proven effective in the treatment of mental health disorders (although none are currently indicated for this purpose at the time of this agreement).</p> <p>Provide coverage for clinical laboratory, radiological, and radioisotope tests required to diagnose and treat a member's mental health condition and those needed to administer and manage psychotropic medications prescribed for Members which are not part of psychiatric hospitalization.</p> <p>Maintain a current list of PCPs, specialists, laboratories, and other Alliance contracted providers on Alliance website at https://wxp.ccah-alliance.org/pls/apex/f?p=116:1:11427504788855.</p> <p>Ensure utilization review procedures do not hinder member access to prescriptions.</p>
<p>Authorization MMCD PL 00-01 REV, p. 6 Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 10, 7.D.2h APL 13-021</p>	<p>Follow existing Alliance protocols for an Authorization Request whenever a needed medication requires special authorization, including medical justification of services required.</p> <p>Respond by close of the business day following the day a deferral notice is received by the MHSAS.</p>	<p>Provide procedures for obtaining authorization of prescription drugs and laboratory services.</p> <p>For psychological testing, a prior authorization from the Alliance MBHO is required. The request form can be found on the MBHO website.</p> <p>The number of visits for mild to moderate mental health services is not limited and does not require prior authorization as long as the member meets medical necessity criteria.</p>

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<p>Appeal of Coverage Decisions</p>	<p>Process Member’s appeal of coverage decisions, when the Access Team informs the Member that Member does not meet Specialty Mental Health Medical Necessity criteria.</p>	<p>Ensure that Members and providers, both PCPs and MBHO mental health providers, are given an opportunity for an appeal of denied, reduced, or terminated services for physical health and mild to moderate mental health services.</p>
<p>Emergency Room Facility and Related Services and Psychiatric Admissions</p> <p>MMCD PL 00-01 REV, p. 6 Title 9, 1810.370, p. 38 State Contract, Ex A, Attach 10, 7.D.2a-b State Contract, Ex A, Attach 12, 3.A.5.c APL 13-021</p>	<p>Provide mental health specialist consultations to medical professional staff in Emergency Department settings for Members undergoing assessment, treatment, and/or evaluation in accordance with the provisions of the California Welfare & Institutions Code, Section 5150, et seq.</p> <p>MHP covers charges for psychiatric inpatient admissions.</p>	<p>Provide coverage for the Emergency Department physician and facility charges for Emergency Department visits, including history and physical required upon admission. Alliance is responsible for ER facility charges which do not result in psychiatric admission.</p> <p>Provide coverage for medically necessary Alliance covered services to members who are patients in psychiatric inpatient hospitals. Alliance is not responsible for room and board charges for psychiatric inpatient hospital admissions.</p>
<p>Medical Transportation</p> <p>MMCD PL 00-01 REV, p. 6-7 Title 9, 1810.355, p. 34 State Contract, Ex A, Attach 10, 8.D.2d-e State Contract, Ex A, Attach 12, 3.A.5.d</p> <p>Transfers</p> <p>MMCD PL 00-01 REV, p. 6-7 Title 9, 1810.370, p. 38 State Contract, Ex A, Attach 12, 3.A.6</p>	<p>Medical transportation services as described in Title 22, Section 51323, are not the responsibility of the MHP, except when the purpose of the medical transportation service is to transport a beneficiary receiving psychiatric inpatient hospital services from a hospital to another 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>Provide coverage for medical transportation as described in 22 CCR, Section 51323 and MMCD Policy Letter No. 00-01 REV. Ambulance, litter van, and wheelchair via medical transportation services are covered when the Member’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 mental or physical care.</p> <p>The Alliance shall cover “All non-emergency medical transportation services as provided in Title 22 CCR Section 51323, required by Member to access Medi-Cal covered mental health services, subject to written prescription by a mental health provider within the</p>

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<p>Home Health Agency Services</p> <p>MMCD PL 00-01 REV, p. 7, 14 Title 9, 1810.355, p.35-36 State Contract, Ex A, Attach 12, 3.A.5.e</p> <p>Home Delivery of Specialty Mental Health Services</p> <p>MMCD PL 00-01 REV, p. 6</p>	<p>MHP is not responsible to provide or arrange and pay for home and community based services as defined in Title 22, Section 51176 or Home health agency services as described in Title 22, Section 51337.</p>	<p>Alliance MBHO provider network, except when the transportation is required to transfer the Member from one facility to another, for the purpose of reducing the local Medi-Cal mental health program's cost of providing services.</p> <p>The Alliance is not obligated to provide home health agency services that would not otherwise be authorized, or when medication support services, case management services, crisis intervention services, or any other mental health services as provided under Section 1810.247, are prescribed by a psychiatrist and are provided at the home of the member. However, home health agency services prescribed by Alliance providers to treat the mental health conditions of Alliance members are the responsibility of the Alliance.</p>
<p>Provider and Member Education</p>	<p>Disseminate information to contractors and county staff regarding the screening, assessment and referral process as outlined in the MOU including coordination of MHP and Alliance services.</p>	<p>Disseminate information to providers and Members regarding the screening, assessment and referral process as outlined in the MOU including coordination of MHP and Alliance services as needed.</p>
<p>Cultural and Linguistics Requirements</p> <p>State Contract, Ex A, Attach 6, 11 APL 13-021</p>	<p>MHP shall ensure to the extent possible that Mental Health Services and programs encompassed in this MOU meet the ethnic, cultural, and linguistic needs of Alliance Members on a continuous basis.</p>	<p>Alliance shall ensure to the extent possible that mild to moderate mental health services and the composition of the Alliance provider network meets the ethnic, cultural, and linguistic needs of Alliance Members on a continuous basis.</p>

GENERAL PROVISIONS

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<p>Liaison</p>	<p>Appoint a liaison to coordinate activities with</p>	<p>Appoint a liaison to coordinate activities with the</p>

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Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
<p>REPORTING AND QUALITY IMPROVEMENT</p> <p>APL 13-018</p>	<p>Alliance and notify MHP providers of the roles and responsibilities of the MHP liaison.</p> <p>The liaison and designated staff will serve as the multidisciplinary Medi-Cal Oversight Team.</p> <ol style="list-style-type: none"> 1. The Oversight Team will meet quarterly with Alliance staff to discuss coordination of services and any concerns including program oversight, quality improvement, problem and dispute resolution including differences of opinion on screening results, care management, care coordination, and exchange of medical information. 2. The MHP liaison will communicate with Alliance as needed to resolve problems regarding appropriate and continuous care for Members. 3. Within two weeks of a request, the MHP liaison will communicate with the Alliance liaison any time that MHP or Alliance management identified problems requiring resolution. 4. The MHP liaison will make a good faith effort to negotiate timely resolutions that are in the best interest of the Member and that are beneficial to all parties involved. 	<p>Alliance MBHO and MHP and notify Alliance providers of the roles and responsibilities of the Alliance liaison.</p> <p>The liaison and designated staff will serve as the multidisciplinary Medi-Cal Oversight Team.</p> <ol style="list-style-type: none"> 1. The Oversight Team will meet quarterly with MHP staff to discuss coordination of services and any concerns including program oversight, quality improvement, problem and dispute resolution including differences of opinion on screening results, care management, care coordination, and exchange of medical information. 2. The Alliance liaison will communicate with MHP as needed to resolve problems regarding appropriate and continuous care for Members. 3. Within two weeks of a request, the Alliance liaison will meet with the MHP liaison any time that MHP or Alliance management identified problems requiring resolution. 4. The Alliance liaison will make a good faith effort to negotiate timely resolutions that are in the best interest of the Member and that are beneficial to all parties involved. <p>All parties to this MOU will work to develop policies and procedures to address quality improvement requirements for mental health services including but not limited to:</p> <ol style="list-style-type: none"> 1. Regular meetings of the Medi-Cal Oversight Team to review the referral and care coordination process and to monitor

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Conflict of Interest	<p>member engagement and utilization.</p> <p>2. No less than a semi-annual calendar year review of referral and care coordination processes 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.</p> <p>3. 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 the Alliance and MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access, and the dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services, 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>member engagement and utilization.</p> <p>2. No less than a semi-annual calendar year review of referral and care coordination processes 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.</p> <p>3. 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 the Alliance and MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access, and the dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services, 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>

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	<p>An individual shall be deemed to have a conflict of interest if there is any potential for personal, professional, or financial gain in the operation of the MOU, or any other involvement in the matter which may impair the member’s objectivity during the operation of the MOU.</p>	<p>An individual shall be deemed to have a conflict of interest if there is any potential for personal, professional, or financial gain in the operation of the MOU, or any other involvement in the matter which may impair the member’s objectivity during the operation of the MOU.</p>
<p>Exchange of Medical Records Definitions</p>	<p>Business Associate: A “business associate” is a person or entity creates, receives, maintains or transmits protected health information on behalf of covered entity.</p> <p>Business Associate Agreement (BAA): A written arrangement with a business associate that contain the elements specified at 45 CFR 164.504(e)(2). For example, the BAA must: Describe the permitted and required uses of protected health information by the business associate; Provide that the business associate will not use or further disclose the protected health information other than as permitted or required by the BAA or as required by law; and Require the business associate to use appropriate safeguards to prevent a use or disclosure of the protected health information other than as provided for by the BAA.</p> <p>Data Sharing Agreement: A data-sharing agreement is a formal documentation of what data are being shared and how the data can be used. Such an agreement serves two purposes. First, it protects the agency providing the data, ensuring that the data will not be misused. Second, it prevents miscommunication on the part of the provider of the data and the agency receiving the data by making certain that any questions about data use are discussed. Items typically included in a data-sharing agreement include: purpose of data sharing, period of agreement, intended use of the data, constraints on use of data, data confidentiality, data security, methods of data sharing, and financial costs of data sharing.</p>	<p>All parties to this MOU will work to develop policies and procedures for the exchange of medical records including the following:</p> <ol style="list-style-type: none"> 1. Protected Health Information (PHI) including Member release of information forms that allow treatment history, active treatment, and health information. 2. Data sharing agreements including a
<p>Exchange of Medical Records Information</p> <p>MMCD PL 00-01 REV, p. 7 Title 9, 1810.370, p. 38 Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 12, 3.A.4 State Contract, Ex A, Attach 21</p>	<p>All parties to this MOU will work to develop policies and procedures for the exchange of medical records including the following:</p> <ol style="list-style-type: none"> 1. Protected Health Information (PHI) including Member release of information forms that allow treatment history, active treatment, and health information. 2. Data sharing agreements including a 	<p>All parties to this MOU will work to develop policies and procedures for the exchange of medical records including the following:</p> <ol style="list-style-type: none"> 1. Protected Health Information (PHI) including Member release of information forms that allow treatment history, active treatment, and health information. 2. Data sharing agreements including a

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<p>Confidentiality</p> <p>MMCD PL 00-01 REV, p. 67 Title 9, 1810.370, p. 38 Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 12, 3.A.4</p>	<p>Business Associate Agreement that addresses coordination of information related to mental health services and Screening, Brief Intervention, and Referral to Treatment (SBIRT).</p> <p>3. Data tracking of Members receiving Medi-Cal Inpatient and Outpatient Mental Health Services.</p>	<p>Business Associate Agreement that addresses coordination of information related to mental health services and Screening, Brief Intervention, and Referral to Treatment (SBIRT).</p> <p>3. Data tracking of Members receiving Medi-Cal Inpatient and Outpatient Mental Health Services.</p>
	<p>MHP agrees that the names of persons receiving behavioral health services are confidential information and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations (CFR), Welfare and Institutions Code, and regulations adopted there under.</p> <p>Additionally, all information, records, data, and data elements collected and maintained for the operation of the MOU and pertaining to individual members shall be protected by MHP from unauthorized disclosure.</p> <p>MHP agrees to maintain and release confidential protected health information and records in accordance with applicable State, federal and HIPAA laws and regulations.</p>	<p>Alliance agrees that the names of persons receiving behavioral health services are confidential information and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations (CFR), Welfare and Institutions Code, and regulations adopted there under.</p> <p>Additionally, all information, records, data, and data elements collected and maintained for the operation of the MOU and pertaining to individual members shall be protected by Alliance from unauthorized disclosure.</p> <p>Alliance agrees to maintain and release confidential protected health information and records in accordance with applicable State, federal and HIPAA laws and regulations.</p>
<p>Grievances and Complaints</p>	<p>Use MHP's existing process for Members and providers to register complaints regarding any aspect of specialty mental health care they receive or fail to receive from MHP.</p>	<p>Use the Alliance's and MBHO's existing process for Members and providers to register complaints and appeals regarding any aspect of the medical and mild to moderate mental health care services they receive or fail to receive from the Alliance or MBHO.</p>
<p>Dispute Resolution</p>	<p>The Medi-Cal Oversight Team will work to resolve disputes and while disputes are being resolved,</p>	<p>The Medi-Cal Oversight Team will work to resolve disputes and while disputes are being resolved,</p>

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<p>MMCD PL 00-01 REV, p. 7 Title 9, 1810.370, p. 38-39 Title 9, Article 5. 1850.505, p. 125-127 State Contract, Ex A, Attach 11, 5.A.3 State Contract, Ex A, Attach 12, 3.A.7</p>	<p>ensure that Medically Necessary Specialty Mental Health Services continue to be provided to Members receiving such services, including prescription drugs required to treat the mental health condition.</p> <p>When a dispute involves the Alliance continuing to provide services to a member the Alliance believes requires specialty mental health services from the MHP, MHP shall identify and provide the Alliance 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 Alliance PCP responsible for the member's care.</p> <p>When a dispute cannot be resolved concerning the obligations of the MHP or the Alliance under their respective contracts with the State, State Medi-Cal laws and regulations, or the MOU as described in Section 1810.370, a request for resolution may be submitted to the State. Requests for resolution by either party shall be submitted to the respective State Department within 15 calendar days of the completion of the dispute resolution process between the parties as provide in the MOU.</p> <p>Request shall contain:</p> <ul style="list-style-type: none"> ● Summary of the issue and statement of desired remedy, including any disputed services that have been or are expected to be delivered to the member and the expected rate of payment for each type of service 	<p>ensure that Medically Necessary physical health and mild to moderate mental health services continue to be provided to Members receiving such services, including prescription drugs covered by the Alliance.</p> <p>When a dispute involves the MHP continuing to provide services to a member the MHP believes requires physical health or mild to moderate mental health services from the Alliance MBHO, Alliance shall identify and provide the MHP with the name and telephone number of a PCP to provide clinical consultation, including consultation on physical health services to the MHP provider responsible for the member's care.</p> <p>When a dispute cannot be resolved concerning the obligations of the MHP or the Alliance under their respective contracts with the State, State Medi-Cal laws and regulations, or the MOU as described in Section 1810.370, a request for resolution may be submitted to the State. Requests for resolution by either party shall be submitted to the respective State Department within 15 calendar days of the completion of the dispute resolution process between the parties as provide in the MOU.</p> <p>Request shall contain:</p> <ul style="list-style-type: none"> ● Summary of the issue and statement of desired remedy, including any disputed services that have been or are expected to be delivered to the member and the expected rate of payment for each type of service ● History of attempts to resolve the issue

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<p>ALCOHOL AND SUBSTANCE USE DISORDER SERVICES</p> <p>APL 13-018 APL 14-005 State Contract, Ex A, Attach 11 State Contract, Ex A, Attach 21</p>	<ul style="list-style-type: none"> • History of attempts to resolve the issue • Justification for the desired remedy • Documentation regarding the issue <p>Upon receipt of request, State Department receiving the request shall notify the other State Department and the other party within seven calendar days. Notice shall include a copy of the request and ask for a statement of the party's position of the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services include by the other party in its request.</p> <p>The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested.</p> <p>MHP shall assist members in locating available treatment service sites. To the extent that treatment slots are not available within the county Service Area, MHP shall pursue placement outside the area.</p>	<ul style="list-style-type: none"> • Justification for the desired remedy • Documentation regarding the issue <p>Upon receipt of request, State Department receiving the request shall notify the other State Department and the other party within seven calendar days. Notice shall include a copy of the request and ask for a statement of the party's position of the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services include by the other party in its request.</p> <p>The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested.</p> <p>Alcohol and Substance Use Disorder (SUD) and outpatient heroin detoxification services as defined in Title 22 CCR Section 513328 are excluded from the Alliance contract. These excluded services include all medications used for the treatment of alcohol and SUD covered by DHCS as well as specific medications not currently covered by DHCS but reimbursed through Medi-Cal's FFS program.</p> <p>Alliance PCPs and MBHO mental health providers shall identify individuals requiring alcohol and SUD treatment services and arrange for referral to the county department responsible, or other community resources when services are not available through the county, and to outpatient heroin detoxification providers available through the Medi-Cal FFS</p>

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		<p>program for appropriate services as outlined in APL 14-005.</p> <p>The Alliance shall assist members in locating available treatment service sites. To the extent that treatment slots are not available within the Alliance's Service Area, the Alliance shall pursue placement outside the area. The Alliance shall continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse use disorder treatment and coordinate services between PCPs and the treatment programs.</p>


Raymond Bullick, Director of Health, Monterey County Health Department

12/08/2014
 Date


Dale Bishop, MD, Chief Medical Officer, The Alliance

12/19/14
 Date


Kathy Neal, RN, Chief Health Services Officer, The Alliance

12/18/14
 Date

It is understood by the aforementioned parties that finalization of this agreement is contingent upon review and approval from the California Department of Health Care Services (DHCS).


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APPROVED AS TO LEGAL FORM:

By: 
Stacy L. Saetta, Deputy County Counsel

Date: 10/20/14

APPROVED AS TO FISCAL PROVISIONS:

By: 
Gary Giboney, Chief Deputy Auditor-Controller

Date: 10-20-14

APPROVED AS TO LIABILITY & INSURANCE PROVISIONS:

By: _____
Steven F. Mauck, Risk Manager

Date: _____