

**RESTATED AND AMENDED
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

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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, 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.

MHP and the Alliance previously entered into an MOU, effective December 18, 2014 (the "Prior MOU"). The Alliance and MHP desire to amend and restate the terms and conditions of the Prior MOU as of the effective date of this MOU. The changes in this MOU address the ways both parties will work together when providing and coordinating care for Alliance members who may require substance use disorder (SUD) services, incorporate provisions from the Mental Health Parity and Addiction Equity Act, and changes required by the Medicaid Managed Care regulation. As required by the May 2016 County Implementation Plan for the Drug Medi-Cal Organized Delivery System (DMC-ODS) (see page 38, a copy of which is attached hereto), this MOU outlines the mechanism for sharing information and coordination of service delivery. Changes in this MOU set forth that mechanism.

EFFECTIVE DATE: The effective date for this MOU will be effective on the date executed and shall renew automatically for subsequent terms of two (2) years each unless earlier terminated or amended.

TERMS:

CCR – California Code of Regulations.

DMC-ODS –Drug Medi-Cal Organized Delivery System is a California Pilot Demonstration as part of CMS Waiver program providing for a greater array of substance use disorder services to Medi-Cal beneficiaries.

EPSDT – Early and Periodic Screening, Diagnosis, and Treatment are federally required services including mental health and substance use disorder services for youth under age 21 who have full scope Medi-Cal benefits.

MHP – Mental Health Plan, this is the designation for counties that operate the carve out of Medi-Cal Specialty Mental Health Services through their programs and those of contracted providers. In this document, MHP refers to Monterey County Behavioral Health Services.

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SMHS - Refers to County Medi-Cal Specialty Mental Health Services that meet criteria in CCR, Title 9, Chapter 11, Sections 1830.205; 1830.210 and 1810.345. These criteria include a covered diagnosis and a functional impairment that is moderate to severe and not amenable to treatment by a physical healthcare provider. This also includes EPSDT services to Medi-Cal beneficiaries under age 21 who meet medical necessity criteria for SMHS.

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 Title 9, Division 1, 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.

SUBSTANCE USE DISORDER SERVICES OVERVIEW:

The DMC-ODS is a Medi-Cal benefit in counties that choose to opt into and implement the Pilot program. The county, in turn, contracts with DMC-ODS certified providers and/or offers county-operated services to provide all services outlined in the California Bridge to Health Reform DMC-ODS Waiver Standard Terms and Conditions. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program. MHP is awaiting approval by DHCS for DMC-ODS.

Alcohol and substance abuse treatment services available under the Drug Medi-Cal program as defined in Title 22 CCR Section 51341.1, and outpatient heroin detoxification services defined in Title 22 CCR Section 51328 include all drugs used for the treatment of alcohol and substance abuse and are covered by DHCS as well as specific drugs not currently covered by DHCS, but reimbursed through the Medi-Cal Fee for Service (FFS) program.

MEDI-CAL MANAGED CARE HEALTH PLAN OVERVIEW:

The Alliance is a locally governed non-profit health plan that serves over 350,000 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 our service area, 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 providers (PCPs) 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 and outpatient services for members with mild to moderate mental, emotional or behavioral impairment 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 prior authorization for select mental health services,
- Provide care coordination to support linking members with needed mental health resources
- 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.

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; California Code of Regulations (CCR) Title 9; DHCS' Medi-Cal Managed Care Division (MMCD) All Plan Letters (APLs) 13-018, 17-018, 15-007, and 14-005; and the Alliance's DHCS Medi-Cal contract (State Contract) and MHP's Contract with DHCS, and directives formalized in MHSUDS Information Notices. 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

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Alliance. In addition, MHP will provide/ensure provision of DMC-ODS special terms and conditions upon finalization of agreement with DHCS.

In the table below, 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
<p>COVERED SERVICES AND ELIGIBILITY</p> <p>APL 13-018</p> <p>APL 17-018 CCR, Title 9 MHP Contract, Ex A, Attach 1</p> <p>Drug Medical Organized Delivery Systems (DMC-ODS) Waiver, Standard Terms and Conditions</p>	<p>The MHP will provide Specialty Mental Health Services (SMHS) as outlined in CCR, Title 9, Section 1810.247. 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 	<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);

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State Contract, Ex E-1, Definitions	<p>4. Day Rehabilitation</p> <p>5. Crisis Residential</p> <p>6. Crisis Intervention</p> <p>7. Crisis Stabilization</p> <p>8. Targeted Case Management</p> <p>9. Therapeutic Behavioral Services</p> <p>10. EPSDT Services</p> <p>Inpatient</p> <p>1. Acute psychiatric inpatient hospital services</p> <p>2. Psychiatric Health Facility Services</p> <p>3. Psychiatric Inpatient Hospital Professional Services if the beneficiary is in fee-for-service hospital</p> <p>4. Psychiatric Nursing Facility Services</p> <p>See Attachment 1 to APL 17-018 for details on eligibility and services.</p> <p>Alcohol and Substance Use Disorder Services Provided</p>	<p>2. Psychological testing, when clinically indicated to evaluate a mental health condition;</p> <p>3. Outpatient services for the purposes of monitoring drug therapy;</p> <p>4. Outpatient laboratory, drugs, supplies, and supplements (excluding medications listed in APL 13-018 Attachment 2); and,</p> <p>5. Psychiatric consultation</p> <p>6. Alcohol Misuse Screening and Counseling (AMSC)</p> <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 17-018 for details on eligibility and services.</p>

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	<p>MHP will provide Substance Use Disorder (SUD) Services in accordance with the California Drug Medi-Cal Organized Delivery Systems (DMC-ODS) Waiver Standard Terms and Conditions (STCs), which outlines a continuum of care for SUD treatment services.</p> <p>MHP will authorize services to Medi-Cal beneficiaries meeting medical necessity criteria and enrolled with the Alliance pursuant to this MOU and to State and Federal regulations. Services will be provided with or without a referral by the Alliance and its plan partners.</p> <p>MHP will be responsible to provide SUD services meeting criteria outlined in the California Code of Regulations (CCR) Title 22, Division 3, Subdivision 1, Chapter 3, Article 4, Section 51341.1; and CCR Title 9, Division 4, as applicable.</p>	<p>Alcohol and Substance Use Disorder Services Provided</p> <p>The Alliance will provide access and linkage to physical health care services to shared consumers.</p> <p>As appropriate, the Alliance and the physical health care providers will work with MHP to assure members receive appropriate referrals for substance use disorders.</p>

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	<p>A member may receive SUD services when medical necessity and diagnosis has been established as defined by regulations.</p> <p>MHP will work with the Alliance and the Member's PCP to obtain appropriate SUD services</p>	
Biopsychosocial Assessment	<p>MHP and SUD subcontracting SUD treatment providers will provide a risk severity rating as well as an immediate SUD assessment to assist in determining the appropriate ASAM Criteria level of care for the Alliance member.</p> <p>A Certified Alcohol and Drug Counselor, or LPHA, will complete ASAM assessments. The assessment will include a substance related diagnosis and medical necessity statement by an MD or LPHA.</p> <p>MHP will screen Alliance members for mental health treatment needs.</p> <p>MHP and SUD subcontracting providers will initiate a referral to the appropriate level of</p>	<p>The Alliance PCP or appropriate medical specialist will identify and treat those general medical conditions that are causing or exacerbating psychiatric and/or substance use related symptoms or refer the member for specialty physical health for additional treatment.</p> <p>For those Alliance members identified as having a possible co-occurring disorder, a referral will be initiated by the Alliance to MHP for behavioral health services.</p> <p>If a member has a mild – moderate MH condition and a mild SUD condition that can be treated in outpatient therapy, the Alliance has the option to refer the member to a provider experienced in treating co-occurring conditions.</p>

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	<p>SUD and assist the member in admission to the treatment facility.</p> <p>MHP will provide a complete biopsychosocial assessment and ASAM Assessment at intake with diagnosis and medical necessity statement by an MD or Licensed Practitioner of Healing Arts (LPHA).</p> <p>If a member is being treated for SUD by the MHP or SUD subcontractor and the member <u>has</u> a mild-moderate MH condition, the MHP would have the option to refer the member to a provider experienced with co-occurring MH-SUD conditions when the SUD condition is stable and at a maintenance level.</p>	
<p>MEDICAL NECESSITY DETERMINATION</p> <p>APL 17-018 CCR, Title 9 MHSUDS Info Notices Title 22</p>	<p>Regulations governing medical necessity criteria may be found at CCR Title 9, Sections (§§) 1820.205 (inpatient), 4 1830.205 (outpatient), and 1830.210 (outpatient for beneficiaries under the age of 21).</p> <p>1. Pursuant to Title 9, CCR §1830.205, a beneficiary must meet the following criteria to receive outpatient Medi-Cal specialty mental health 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>

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	<p>a. Diagnosis: The beneficiary has one or more diagnoses covered by MHSUDS Info Notices: 17-004E, 16-051, whether or not additional diagnoses that are not included are also present.</p> <p>b. Impairment: The beneficiary must have at least one of the following 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</p>	<ul 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 and SUD services when they meet the criteria for those services.

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	<p>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 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> <p>a. Diagnosis: The beneficiary has one or more diagnoses covered by Title 9,</p>	

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	<p>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;</p> <p>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,</p> <p>c. Intervention: Expectation that intervention will significantly diminish impairment or prevent significant deterioration in an important area of life functioning or allow a child/youth to progress developmentally as individually appropriate and condition would not</p>	

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	<p>be responsive to physical health care based treatment.</p> <p>Treatment, as defined in DHCS DMC-ODS, Special Terms & Conditions (STC) will be available through MHP and its contracted providers upon finalization of contract with DHCS.</p> <p>3. In order to receive services through DMC-ODS, the Medi-Cal beneficiary must meet the following medical necessity criteria:</p> <p>a. Must have one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addition Disorders with the exception of Tobacco-Related Disorders and Non Substance-Related Disorder or be assessed to be at risk for developing a substance use disorder (for youth under 21).</p> <p>b. Must meet ASAM Criteria definition of medical necessity for services based on ASAM criteria.</p> <p>c. If applicable, must meet the ASAM adolescent treatment criteria.</p> <p>As a point of clarification, beneficiaries under age 21 are eligible to receive Medi-Cal services pursuant to Early Periodic Screening, Diagnostic</p>	

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	<p>and Treatment (EPSDT) mandate. Under EPSDT, beneficiaries under 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions coverable under section 1905(a) of the Social Security Act. Nothing in DMC-ODS overrides any EPSDT requirements. d.</p>	
<p>AFTER HOURS POLICIES AND PROCEDURES</p> <p>APL 13-018</p>	<p>The MHP maintains a toll-free 24/7 "Access" line (888-258-6029) that is answered by MHP staff during normal business hours and by a crisis trained answering service after hours and on weekends. If the caller is experiencing a behavioral health crisis after hours, they are instructed by the answering service to call 9-1-1.</p>	<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.</p> <p>In addition, the Alliance offers telephone triage or screening services through a contracted nurse advice line, available to members 24/7.</p> <p>At any time that a member is in a crisis situation 911 will be called.</p>
<p>SCREENING, ASSESSMENT, AND REFERRALS – Mental Health</p>	<p>Any MHP staff can complete a mental health screening using the mutually agreed upon MBHO form, Adult Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary and the Child Behavioral</p>	<p>Any Alliance PCP or MBHO staff can complete a mental health screening using the mutually agreed upon MBHO form, Adult Behavioral Health Screening Form for Assessment and</p>

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<p>MMCD PL 00-01 REV, p. 5, 22-23</p> <p>Title 9, 1810.370, p. 37, 1830.205, p. 75-76</p> <p>State Contract, Ex A, Attach 10, 7.D.3-4</p> <p>State Contract, Ex A, Attach 11, 5.A.3</p> <p>State Contract, Ex A, Attach 12, 3.A.1</p> <p>APL 13-021</p> <p>State Contract, Ex A, Attach 21, 1.B.4</p> <p>State Contract, Ex A, Attach 21, 2.A</p>	<p>Health Screening Form for Assessment and Treatment as Medically Necessary Form. 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 call center</p>	<p>Treatment as Medically Necessary and the Child Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary Form. 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 MBHO may refer a member with co-occurring mild-moderate and SUD conditions to MHP when the SUD condition requires more than outpatient counseling and is considered the primary condition.</p> <p>Alcohol misuse screening and counseling are provided by Alliance PCP or MBHO staff within the scope of practice for their license. These services include counseling for persons engaged in risky or hazardous drinking and include brief behavioral counseling interventions to reduce alcohol misuse and/or referral to mental health and/or alcohol use disorder services, as medically necessary.</p>

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	<p>during regular work hours or crisis program 24 hours per day.</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.</p>	<p>The Alliance agrees to refer members to MHP after screening using the agreed upon tools. If an Alliance-contracted PCP or MBHO staff 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 transfers to the county crisis program during their call center hours.</p> <p>The Alliance provides Members all covered physical and mild to moderate mental health care services as specified in the Alliance’s Medi-</p>

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<p>SCREENING, ASSESSMENT, AND REFERRALS – SUD</p> <p>Drug Medical Organized Delivery Systems (DMC-ODS) Waiver, Standard Terms and Conditions</p>	<p>MHP will accept Medi-Cal referrals from Alliance staff, providers, and Alliance members (self-referral) seeking SUD services.</p> <p>MHP and subcontracting SUD treatment service providers will complete a comprehensive substance use disorder assessment using the American Society of Addiction Medicine (ASAM) Criteria assessment tool authorized by MHP. MHP will provide comprehensive mental health</p>	<p>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 or telehealth mental health providers as necessary and available to meet access requirements.</p> <p>The Alliance ensures that Alliance PCPs accept referrals from MHP and MBHO mental health providers for medical consults.</p> <p>Until the Monterey County DMC-ODS contract is approved by DHCS, 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 <ul style="list-style-type: none"> ○ Narcotic Treatment Program consisting of methadone dosing, individual and group

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	<p>screenings for Alliance members with co-occurring conditions.</p> <p>The MHP may refer a member with co-occurring mild-moderate and SUD conditions to BH when the SUD condition requires more than outpatient counseling and is considered the primary condition.</p> <p>Once a beneficiary assessment has been completed, and the appropriate ASAM Criteria level of care has been determined, referrals will be made to subcontracting SUD treatment providers.</p> <p>Subcontracting providers will be responsible for providing SUD services that include:</p> <ol style="list-style-type: none"> 1. Prevention Services (Level 0.5) 2. Withdrawal Management (Level 3.2-WM) 3. Outpatient Services 4. Intensive Outpatient Services 5. Residential Services (Level 3.1, 3.5) 6. Opioid Treatment Services (NTP) 7. Recovery Services 	<p>counseling; Outpatient Counseling Program.</p> <ul style="list-style-type: none"> ● 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 and Intensive Outpatient Counseling Programs. ● Sun Street Centers, (831) 753-6001 <ul style="list-style-type: none"> ○ Outpatient and Intensive Outpatient Counseling Programs. <p>Upon completion of a brief screening, Alliance providers will refer a member who requires a more comprehensive SUD assessment to the MHP.</p> <p>Alliance PCPs will be responsible for completing medical and initial substance use screenings, including ASAM Level 0.5 Alcohol Misuse Services.</p> <p>The Alliance will collaborate with and support the MHP as needed from a physical and/or mental</p>

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	<p>8. Transitional Housing</p> <p>A Certified Alcohol and Drug Counselor or Licensed Practitioner of the Healing Arts (LPHA), will complete assessments and refer Alliance members to the appropriate level of SUD treatment.</p> <p>When medical necessity criteria are met, MHP and SUD subcontracting providers will authorize services and provide Alliance members with a choice of providers.</p> <p>When medical necessity criteria are not met, MHP staff will refer member to prevention services. Should the member decline MHP's referral to prevention services, the member shall be referred back to the Alliance case management staff.</p> <p>Upon receiving written consent from the Alliance member, MHP will notify the member's PCP when a request for SUD services is received for the member through self-referral or through any other outside agency</p>	<p>health standpoint with placing members in the appropriate level of treatment for SUD services.</p> <p>Care coordination and referral of members for mental health services provided by the Alliance will be directed to the Alliance's MBHO. Requests for case management services will be directed to the Alliance's care management department.</p>

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	<p>(including schools, court of law, correctional facilities, etc.). With a member's written consent, or as otherwise permitted by State and federal law, the identification of an Alliance Member, as well as clinical and other pertinent information, will be shared between MHP and Alliance providers to ensure coordination of care.</p> <p>The MHP will refer members to the Alliance's MBHO for mild-moderate mental health services. The MHP will refer members for case management to the Alliance's case management department.</p>	
<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>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 MMCD PL 00-01 REV, p. 6</p>	<p>MHP conducts triage and assessment for Members who present with a possible diagnosis that falls within the Alliance PCPs scope of</p>	<p>Ensure that PCPs are responsible for providing the following types of diagnostic assessments:</p>

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<p>State Contract, Ex A, Attach 10, 7.D.1 State Contract, Ex A, Attach 12, 3.A.3 APL 13-021</p>	<p>practice. Make referrals as appropriate following the screening, assessment and referral process outlined in this MOU.</p>	<ol style="list-style-type: none"> 1. Assessment for 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 Alcohol Misuse Screening and Counseling 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 alcohol and drug or other programs for treatment for substance use disorders, including alcoholism.</p>

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Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
<p>Care Coordination – Mental Health</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>Care Coordination – SUD</p> <p>Drug Medical Organized Delivery Systems (DMC-ODS) Waiver, Standard Terms and Conditions</p>	<p>Mental Health:</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>SUD:</p> <p>The MHP will participate in Care Coordination meetings for Alliance members receiving MHP administered services and identified as needing care coordination by the collaborative treatment team.</p> <p>MHP will work with the Alliance to review and evaluate the effectiveness of care coordination meetings to improve the quality of care and delivery of services to members.</p> <p>MHP and SUD subcontracting provider staff will provide SUD treatment case coordination and case management for Alliance members</p>	<p>Mental Health:</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>SUD:</p> <p>The Alliance will participate in co-case management with the MHP for members in need of care coordination or complex case management. This includes participation in Care Coordination meetings for Alliance members receiving county administered services and identified as needing care coordination by the collaborative treatment team.</p> <p>The Alliance will work with the MHP to review and evaluate the effectiveness of care coordination meetings to improve the quality of care and delivery of services to Alliance members.</p>

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	<p>admitted to SUD subcontracting provider facilities.</p> <p>MHP will provide primary practitioners and case management personnel to meet with the Alliance case managers as needed to review cases onsite or telephonically, as well as discuss and share treatment plans and progress.</p> <p>MHP will provide case management and direct linkage between levels of care and connection to primary care. MHP shall take the lead of SUD treatment case management.</p> <p>MHP will provide case management services as follows:</p> <ol style="list-style-type: none"> a. Comprehensive assessment and periodic reassessment of individual needs to adjust the client plan and need for continuation of case management; b. Transition to a higher or lower level of SUD care; 	<p>The Alliance will assist the MHP as needed in coordination of SUD and medical benefits for Alliance members.</p>

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	<p>c. Development and periodic revision of a client plan that includes service activities;</p> <p>d. Communication, coordination, referral and related activities among treatment team members including assistance with access to needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services;</p> <p>e. Monitoring the beneficiary's progress;</p> <p>f. Patient advocacy, linkages to physical and mental health care, and transportation to primary care services.</p> <p>Treatment need and medications needed by the Alliance member shall be identified by the Alliance PCP. In the event of a delay or barrier to treatment by MHP or a SUD subcontracting provider, MHP shall contact the Alliance directly for the necessary information.</p>	
<p>Clinical Consultation and Consultation MMCD PL 00-01 REV, p. 5 Title 9, 1810.370, p. 37</p>	<p>The MHP will request their providers prescribe and monitor the effects and side effects of psychotropic medications prescribed for those Members under treatment. MHP providers will</p>	<p>The Alliance PCP responsible for each member's care will provide clinical consultation to MHP and/or SUD providers related to physical health care conditions and medications prescribed</p>

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<p>Title 9, 1810.415, p. 46 State Contract, Ex A, Attach 12, 3.A.2</p> <p>Drug Medical Organized Delivery Systems (DMC- ODS) Waiver, Standard Terms and Conditions</p>	<p>provide PCPs with a list of member's psychotropic medications on a regular basis. MHP providers will coordinate with PCPs as needed for medication management.</p> <p>MHP providers rendering mental health or substance use disorder services to an Alliance member will provide clinical consultation to the member's Alliance PCP related to mental health or substance use disorder conditions and medications prescribed through MHP providers, upon request from the Alliance PCP.</p> <p>The MHP will contact the Member's PCP requesting any necessary authorizations in the event that the diagnosis and/or treatment of an included specialty mental health condition require diagnostic services.</p> <p>The MHP will ensure that MHP providers follow- up with PCPs on any requests, assessment, test results, treatment plans, etc., as needed.</p> <p>The MHP provider rendering mental health or substance use disorder care will provide clinical consultation as needed to the member's Alliance PCP related to mental health or substance use disorder conditions and medications prescribed</p>	<p>through Alliance providers, upon request from MHP.</p> <p>The Alliance requests that its providers monitor the effects and side effects of psychotropic medications prescribed for those Members whose psychiatric conditions are under treatment.</p> <p>The Alliance's MBHO mental health providers offer clinical consultation to Alliance PCPs on medication management and coordinate with PCPs on the status of member mental health treatment.</p> <p>The Alliance will ensure that Alliance providers follow-up with mental health providers on any requests, assessments, test results, treatment plans, etc., as needed.</p> <p>The Alliance invites representation from MHP to participate in the pharmacy and therapeutics discussions which involve formulary consideration of psychotropic and substance use disorder medications that are Alliance covered benefits and which have an approved application for treatment of Alliance-included mental health and substance use disorder conditions.</p>

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	<p>through MHP providers upon request from the Alliance PCP.</p> <p>The MHP will coordinate with the Alliance Pharmacy Benefits Manager and its pharmacies in order to access the Alliance’s formulary. The Alliance’s formulary can be found on their 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>Drug and Laboratory Services</p> <p>MHP’s Prescribing Physicians List of Available Pharmacies and Laboratories</p> <p>MIMCD PL 00-01 REV, p. 6, 13-14</p> <p>Title 9, 1810.370, p. 38</p> <p>Title 9, 1810.415, p. 46</p> <p>State Contract, Ex A, Attach 12, 3.A.5.a-d & f</p> <p>State Contract, Ex A, Attach 10, 7.D.1 & 2c & 2f-h</p>	<p>Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric or substance use disorder medications or to monitor side effects from psychiatric or substance use disorder 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 or substance use 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</p>	<p>Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric or substance use disorder medications or to monitor side effects from psychiatric or substance use disorder 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 and substance use 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</p>

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APL 13-021	<p>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 and substance use disorder providers and their qualifications to Alliance in a timely manner and update lists as needed thereafter.</p>	<p>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</p> <p>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 MHP.</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>

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Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
Appeal of Coverage Decisions	<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>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>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> <p>Ensure that a process exists and Members and providers, both PCPs and MBHO mental health providers, are informed of the process to submit an appeal of denied, reduced, or terminated services for physical health and mild to moderate mental health services.</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>Emergency Room Facility and Related Services and Psychiatric Admissions</p> <p>MMCD PL 00-01 REV, p. 6</p>	<p>Provide mental health specialist consultations to medical professional staff in Emergency Department (ED) settings for Members undergoing assessment, treatment, and/or evaluation in accordance with the provisions of</p>	<p>Provide coverage for the ED physician and facility charges for ED visits, including history and physical required upon admission. Alliance is responsible for ED facility charges which do not result in psychiatric admission.</p>

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<p>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>the California Welfare & Institutions Code, Section 5150, et seq. MHP covers charges for psychiatric inpatient admissions.</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 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>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. Prior to inpatient admission for a mental health condition, provide coverage for medical transportation when local facility is at capacity. The Alliance shall cover "All non-emergency medical transportation services as provided in</p>
<p>Transfers</p>		

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<p>MMCD PL 00-01 REV, p. 6-7</p> <p>Title 9, 1810.370, p. 38</p> <p>State Contract, Ex A, Attach 12, 3.A.6</p> <p>Non-Emergency Medical Transportation (NEMT) and Non-Medical Transportation (NMT) Services</p> <p>APL 17-010</p> <p>AB 2394 (Chapter 615, Statutes of 2016)</p> <p>Medicaid Mental Health Parity Final Rule (CMS-2333-F)</p>	<p>MHP is not responsible for NMT as outlined in APL 17-010</p>	<p>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 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 shall cover all NEMT and NMT in accordance with APL 17-010.</p> <p>NEMT is defined as scheduled transportation of sick, injured, invalid, convalescent, infirm, or otherwise incapacitated Members by ambulances, litter vans, or wheelchair vans licensed, operated and equipped in accordance with state and local statutes, ordinances or regulations.</p> <p>NMT is defined as the transportation of Members to medical services by bus, passenger car, taxicabs, or other forms of public or private conveyances provided by persons not registered as a Medi-Cal provider. Effective 10/1/2017, the</p>

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Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
<p>Home Health Agency Services</p> <p>MMCD PL 00-01 REV, p. 7, 14</p> <p>Title 9, 1810.355, p.35-36</p> <p>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 is required to provide NMT, subject to utilization controls, for Alliance members to obtain covered mental health and substance use disorder services, including services that are carve outs.</p> <p>The Alliance shall provide medically necessary home health services to homebound members when the service is prescribed by a contracted provider. 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.</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,</p>	<p>Disseminate information to contracted providers and Members regarding the screening, assessment and referral process as outlined in</p>

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<p>Cultural and Linguistics Requirements</p> <p>State Contract, Ex A, Attach 6, 11</p> <p>APL 17-018</p>	<p>including coordination of MHP and Alliance services.</p> <p>MHP shall ensure to the extent possible that Mental Health and SUD Services and programs encompassed in this MOU meet the ethnic, cultural, and linguistic needs of Alliance Members on a continuous basis.</p>	<p>the MOU, including coordination of MHP and Alliance services as needed.</p> <p>Alliance shall ensure to the extent possible that mild to moderate mental health services are provided in a manner that meets cultural and linguistic requirements outlined in the State Contract, and shall the composition of the Alliance provider network meets the ethnic, cultural, and linguistic needs of Alliance Members on a continuous basis.</p>

GENERAL PROVISIONS

Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
<p>Liaison</p>	<p>Appoint a liaison to coordinate activities with 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> <p>1. The Oversight Team will meet quarterly with Alliance staff to discuss coordination of services and any concerns including program oversight, quality improvement,</p>	<p>Appoint a liaison to coordinate activities with the 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> <p>1. The Oversight Team will meet quarterly with MHP staff to discuss coordination of services and any concerns including</p>

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	<p>problem and dispute resolution including differences of opinion on screening results, care management, care coordination, and exchange of medical information.</p> <ol style="list-style-type: none"> 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>program oversight, quality improvement, problem and dispute resolution including differences of opinion on screening results, care management, care coordination, and exchange of medical information.</p> <ol style="list-style-type: none"> 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>OVERSIGHT RESPONSIBILITIES</p> <p>APL 13-018</p>	<p>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.</p> <p>MHP will provide 60 days' written notice to the Alliance if modifications to the MOU are needed</p>	<p>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.</p> <p>Alliance will provide 60 days' written notice to the MHP if modifications to the MOU are needed.</p>
<p>REPORTING AND QUALITY IMPROVEMENT</p> <p>APL 13-018</p>	<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>	<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>

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	<p>1. Regular meetings of the Medi-Cal Oversight Team to review the referral and care coordination process and to monitor 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>1. Regular meetings of the Medi-Cal Oversight Team to review the referral and care coordination process and to monitor 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>

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Conflict of Interest	<p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p> <p>Any individual within MHP who may have a conflict of interest with respect to any matter related to the operation of the MOU shall report the conflict of interest to the Alliance Liaison. The individual with a conflict of interest shall refrain from any activities during the operation of the MOU in which such conflicts are a consideration.</p>	<p>4. Performance measures and Quality improvement initiatives to be determined in collaboration with DHCS.</p> <p>Any Alliance staff who may have a conflict of interest with respect to any matter related to the operation of the MOU shall report the conflict of interest to the MHP Liaison. The individual with a conflict of interest shall refrain from any activities during the operation of the MOU in which such conflicts are a consideration.</p>
<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 that are compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, Privacy Rule, and 42 CFR Part 2.</p>	<p>All parties to this MOU will work to develop policies and procedures for the exchange of medical records that are compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, Privacy Rule, and 42 CFR.</p>
Confidentiality	MHP agrees that the names of persons receiving behavioral health services are	Alliance agrees that the names of persons receiving behavioral health services are

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<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>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>confidential information and are to be protected from unauthorized disclosure in accordance with Title 42, 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 and federal and laws and regulations.</p>
<p>Dispute Resolution</p> <p>MMCD PL 00-01 REV, p. 7 MMCD APL 15-007, p. 2-3 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 MHSUDS Information Notice No. 15-015</p>	<p>The Medi-Cal Oversight Team will work to resolve disputes and while disputes are being resolved, 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 or substance use disorder condition. Attempts to resolve the disputed issue(s) shall be documented, in accordance with Title 9, CCR §1850.505(d)(2). The resolution process will follow guidance as outlined in MHSUDS Information Notice No. 15-015.</p>	<p>The Medi-Cal Oversight Team will work to resolve disputes and while disputes are being resolved, 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. Attempts to resolve the disputed issue(s) shall be documented, in accordance with Title 9, CCR §1850.505(d)(2). The resolution process will follow guidance as outlined in MHSUDS Information Notice No. 15-015.</p>

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	<p>When a dispute involves the Alliance continuing to provide services to a member the Alliance believes requires specialty mental health or substance use disorder 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 CCR Title 9, 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 	<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 CCR Title 9, 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

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Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
	<p>expected rate of payment for each type of service</p> <ul style="list-style-type: none"> ● History of attempts to resolve the issue ● Justification for the desired remedy ● Documentation regarding the issue <p>Within seven calendar days after DHCS'S receipt of a Request for Resolution from a MHP, a copy of the Request for Resolution will be forwarded to the Chief Executive Officer of the affiliated MCP via secure email "Notification". The Notice will 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 twenty-one (21) calendar days from notification of the party from whom documentation is being requested.</p>	<p>expected rate of payment for each type of service</p> <ul style="list-style-type: none"> ● History of attempts to resolve the issue ● Justification for the desired remedy ● Documentation regarding the issue <p>Within seven calendar days after DHCS'S receipt of a Request for Resolution from a MHP, a copy of the Request for Resolution will be forwarded to the Chief Executive Officer of the affiliated MCP via secure email "Notification". The Notice will 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 twenty-one (21) calendar days from notification of the party from whom documentation is being requested.</p>
<p>SUBSTANCE USE DISORDER SERVICES APL 13-018 APL 14-005 State Contract, Ex A, Attach 11</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>	<p>Alcohol and Substance Use Disorder (SUD) and outpatient heroin detoxification services as defined in Title 22 CCR Section 51328 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</p>

RESTATED AND AMENDED MEMORANDUM OF UNDERSTANDING
CENTRAL CALIFORNIA ALLIANCE FOR HEALTH and COUNTY OF MONTEREY

Category of Responsibilities	MHP Responsibilities	Alliance Responsibilities
<p>State Contract, Ex A, Attach 21</p> <p>NOTE: separate MOU requirements around Drug Medi-Cal are pending from DHCS.</p>		<p>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 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>

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