

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

815



FROM: Department of Mental Health

SUBMITTAL DATE:
November 29, 2012

SUBJECT: Approve the Memorandum of Understanding between the Inland Empire Health Plan and the Department of Mental Health for the Health Kids Program. (Districts, All)

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

1. Approve the Memorandum of Understanding (MOU) between Inland Empire Health Plan and the Riverside County Department of Mental Health for the Health Kids Program;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the MOU; and
3. Authorize the Director of the Riverside County Mental Health to sign ministerial amendments and annual renewals for this MOU with IEHP for the Healthy Kids Program through June 30, 2017.

BACKGROUND: On June 26, 2007, Agenda Item 3.42, the Riverside County Board of Supervisors approved the MOU renewal between the Inland Empire Health Plan (IEHP) and the Riverside County Department of Mental Health (RCDMH) for the Health Kids Program (HK) through June 30, 2012. However, during FY 11/12, as a result of new State regulations, IEHP and RCDMH entered into negotiations for subsequent modifications to the existing agreement in order to include all mutually agreed to terms and conditions. **(Continued on Page 2)**

JW:CH

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- | | |
|---|--|
| <input checked="" type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Policy |

Dep't Recomm.:
Per Exec. Ofc.:

3.15

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 COUNTY COUNCIL
 BY: *Jerry Wengerd* 11-26-12
 Departmental Concurrence

SUBJECT: Approve the Memorandum of Understanding between the Inland Empire Health Plan and the Department of Mental Health for the Health Kids Program.

BACKGROUND (continued):

The HK Program is an insurance program for children who are ineligible for Medi-Cal, the Healthy Families Program or other private health care coverage. This MOU outlines the roles and responsibilities of the RCDMH and IEHP, individually and jointly, for the coordination of care to Riverside County IEHP beneficiaries.

RCDMH and IEHP have complementary objectives to protect and promote the mental health of the general population. IEHP will provide and arrange health care services for children enrolled in the locally sponsored HK insurance program. RCDMH will provide mental health treatment and substance abuse services upon referral by IEHP, and as clinically appropriate, to IEHP beneficiaries. With a common interest in the community's health and well-being, RCDMH and IEHP seek to become working partners in the prevention of disease, prolonging life, and promoting mental and physical health through organized efforts. Therefore, the RCDMH is requesting that the Riverside County Board of Supervisors approve the agreement between IEHP and RCDMH.

PERIOD OF PERFORMANCE:

This MOU shall be effective from July 1, 2012 through June 30, 2013. The term may be extended for up to four (4) additional one (1) year periods, in succession, at the manual consent of the parties, without requiring further action of the governing entities of either party. A termination clause has been added to the agreement in case of unavailability of funding to continue to provide services as needed under this agreement.

FINANCIAL IMPACT:

The HK program is funded by the Riverside County Children's and Families Commission, Riverside Federation, IEHP and other community partners, and no County funds are required.

JUSTIFICATION FOR DELAY:

IEHP AND RCDMH recently finished revisions for the new agreement and is now ready to receive Board approval.

MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND
THE COUNTY OF RIVERSIDE
THROUGH ITS DEPARTMENT OF MENTAL HEALTH
(MENTAL HEALTH SERVICES FOR IEHP HEALTHY KIDS MEMBERS)

MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

	PAGE
INTRODUCTION	
RECITALS	
1 RCDMH RESPONSIBILITIES	2
2 IEHP RESPONSIBILITIES	3
3 JOINT OPERATING MEETINGS	3
4 TERM	4
5 TERMINATION	4
6 RESOLUTION OF DISPUTES	5
7 HOLD HARMLESS	5
8 POLICY AND PROCEDURE MANUAL	5
9 ACCESS TO BOOKS AND RECORDS	5
10 HIPAA AND HITECH	5
11 CONFIDENTIALITY	6
12 CONFLICT OF INTEREST	6
13 NON-DISCRIMINATION	6
14 ENTIRE AGREEMENT	6
15 NOTICES	6
16 ASSIGNMENT	7
17 INVALIDITY OF SECTIONS OF MOU	7
18 GOVERNING LAW	7
ATTACHMENTS AND EXHIBITS	
ATTACHMENT A – SERVICE COORDINATION MATRIX	
ATTACHMENT B – BEHAVIORAL HEALTH COORDINATION OF CARE WEB FORMS	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 1st day of July 2012 by and between Inland Empire Health Plan (hereinafter referred to as “IEHP”), a Joint Powers Agency (hereinafter referred to as “JPA”), and Riverside County, through its Department of Mental Health (hereinafter referred to as “RCDMH”). Any current agreements, as to this subject matter, are hereby terminated upon the execution of all parties of this MOU.

INTRODUCTION

The Riverside County Department of Mental Health (RCDMH) and the Inland Empire Health Plan (IEHP) have complementary objectives to protect and promote the mental health of the general population. IEHP will be providing and arranging health care services for children enrolled in the locally sponsored Healthy Kids insurance program and, thus is also concerned with the community’s health, especially as it relates to the most vulnerable populations. With a common interest in the community’s health, RCDMH and IEHP seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized efforts. This MOU delineates areas of understanding and agreement between RCDMH and IEHP.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **RCDMH RESPONSIBILITIES** – The following mental health services are the responsibility of RCDMH: specialty mental health and/or chemical dependency services necessary to treat conditions that fall within the scope of benefits described in Title X of the California Code of Regulations (“CCR”), Chapter 5.8, Article 3, Section 2699.6700, subsection (a)(10) (11).

1.01. With respect to coordination of services provided by IEHP, as described in Attachment A, RCDMH agrees to the following:

1.01.1. The Assistant Mental Health Director of Programs will serve as the primary liaison between RCDMH and IEHP. At the discretion of RCDMH, the liaison may represent RCDMH in the first level review of

the dispute resolution process. In addition, appoint appropriate liaison personnel as needed to coordinate activities and services with IEHP.

1.01.2. Upon identification of a client who appears eligible for the Healthy Kids Program, provide referral to the IEHP regarding application for Healthy Kids coverage.

1.01.3. Provide technical assistance and consultation to IEHP staff concerning RCDMH services and requirements.

2. **IEHP RESPONSIBILITIES** – IEHP network physicians will provide outpatient mental health services within the Primary Care Physician’s (PCP) scope of practice. IEHP PCPs will refer Members who need specialty mental health services to RCDMH’s Central Access Unit (CARES) or to IEHP Case Management. IEHP and its network medical groups will case manage the physical health of the Member and coordinate service with the mental health referral provider. IEHP will ensure the provision of psychotherapeutic drugs ordered by RCDMH providers.

2.01. With respect to coordination of services provided by RCDMH, as described in Attachment A, IEHP agrees to:

2.01.1. Notify staff and providers of their responsibility to refer Members, as appropriate and in compliance with Federal and State law, for specialty mental health services that do not fall within the scope of the PCP.

2.01.2. Inform Members of the availability of mental health services through RCDMH.

2.01.3. The Clinical Director of Behavioral Health will serve as the primary liaison between IEHP and RCDMH. At the discretion of IEHP, the liaison may represent IEHP in the first level review of the dispute resolution process. In addition, IEHP will appoint appropriate liaison personnel as needed to coordinate activities and services within RCDMH.

2.01.4. Coordinate with RCDMH in conducting outreach effort, especially to under-served populations.

3. **JOINT OPERATING MEETINGS** – Meetings including the primary liaisons from each organization will be held on at least a quarterly basis to review all aspects of this MOU.

4. **TERM** – It is mutually agreed and understood that the obligation of IEHP is limited by and contingent upon the availability of funding for the Healthy Kids Program. IEHP shall notify RCDMH in writing within thirty (30) days of learning of any discontinuation of funding.

4.01. This MOU shall be effective on July 1, 2012 and shall continue in effect until June 30, 2013. The term may be extended for up to four (4) additional one (1) year periods, in succession, at the mutual consent of the parties, without requiring further action of the governing entities of either party. The MOU may be terminated at any time pursuant to the provisions contained herein. In the event that the term of the MOU is extended for the four (4) additional one (1) year periods, the MOU shall terminate on June 30, 2017. In no event shall this MOU be extended past June 30, 2017 without a new MOU, or an amendment to this MOU, which specifically extends the term of the MOU, as approved by the parties' respective governing boards.

5. **TERMINATION** – This MOU may be terminated by either party without cause, by giving at least sixty (60) days written notice, and may be terminated for cause by either party by giving ten (10) working days written notice of intention to terminate.

5.01. This MOU may be terminated due to the dissolution of IEHP by mutual action of the Riverside County and San Bernardino County Board of Supervisors. If IEHP has incurred no obligations, either County Board of Supervisors may terminate the JPA and IEHP by giving not less than sixty (60) days written notice thereof to the other County Board of Supervisors. Also, either County Board of Supervisors may terminate the JPA by written mutual consent, by giving twelve (12) months written notice thereof to the other County Board of Supervisors given that the JPA cannot be terminated until all forms of indebtedness incurred by IEHP have been paid, or adequate provision for such payment has been made.

5.01.1. Upon dissolution of IEHP by Riverside County and San Bernardino County Board of Supervisors, this MOU is rendered null and void. The debts, liabilities, and/or obligations of IEHP are those of IEHP alone. Neither Riverside County no San Bernardino County assumes any of the debts, liabilities, and/or obligations of IEHP.

6. **RESOLUTION OF DISPUTES** - IEHP and RCDMH have agreed to participate in the dispute resolution process as defined in Attachment A to resolve any disputes.
 - 6.01. Consistent with the terms specified in Attachment A, beneficiaries will continue to receive medically necessary services, including specialty mental health services and prescription drugs, while dispute is being resolved.
 - 6.02. The provisions of Paragraph 5.0 (“TERMINATION”) of the MOU shall not be affected by the provisions of the dispute resolution process defined in this section and in Section 11 of Attachment A.
7. **HOLD HARMLESS** – RCDMH will indemnify and hold IEHP harmless from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of Riverside County officers, agents, and employees occurring in the performance of this MOU. IEHP will indemnify and hold harmless RCDMH from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of IEHP officers, agents, and employees occurring in the performance of this MOU.
 - 7.01. RCDMH agrees to hold harmless IEHP Members for financial liability by IEHP for services provided by RCDMH to IEHP Members under the terms of this MOU.
8. **POLICY AND PROCEDURE MANUAL** – On an annual basis, IEHP shall develop the Policy and Procedure Manual, which sets forth IEHP’s administrative requirements, and make this available on the IEHP website for RCDMH’s reference.
9. **ACCESS TO BOOKS AND RECORDS** – RCDMH and IEHP agree to maintain sufficient records, files and documentation necessary in case of audit by DMHC or other regulatory agencies; RCDMH also agrees to allow such records to be available to IEHP.
 - 9.01. RCDMH agrees to maintain these records, files and documentation for a period of not less than five (5) years from the close of the fiscal year in which this MOU was in effect.
10. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT** – IEHP and RCDMH are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, the Health Information

Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (HITECH), Public Law 111-5, enacted February 17, 2009, and the laws and regulations promulgated subsequent hereto. IEHP and RCDMH agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA or HITECH.

11. **CONFIDENTIALITY** – RCDMH and IEHP shall observe all Federal, State and county requirements, and applicable law concerning the confidentiality of records. RCDMH and IEHP, as required by applicable law, shall strictly maintain confidentiality of medical records of patients.
12. **CONFLICT OF INTEREST** – The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this MOU.
13. **NONDISCRIMINATION** – Services and benefits shall be provided by RCDMH and IEHP to individuals without reference otherwise to their religion, color, sex, national origin, age, physical or mental handicaps or condition. RCDMH shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this MOU, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 et. seq. of the Government Code), and Federal Civil Rights Act of 1962 (P.L. 88-352).
14. **ENTIRE AGREEMENT** – This MOU, including Attachment A and B, both of which are attached hereto and incorporated herein by this reference, constitutes the entire MOU between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this MOU must be in writing and signed by the parties herein.
15. **NOTICES** – Unless expressly provided otherwise, all Notices herein provided to be given, or which may be given by any party to the other, will be deemed to have been fully

given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed as follows:

To IEHP:

Inland Empire Health Plan

303 East Vanderbilt Way

San Bernardino, CA 92408

(909) 890-2000

Attn: Bradley P. Gilbert, MD

Chief Executive Officer

To RCDMH:

Riverside County Department of Mental Health

P.O. Box 7549

Riverside, CA 92513-7549

(951) 358-4501

Attn: Jerry A Wengerd,

Director

or to such other address(es) as the parties may hereafter designate in writing.

16. **ASSIGNMENT** – This MOU and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by RCDMH or IEHP, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein by subcontracted or delegated without the written consent of the other party, as approved by the IEHP Governing Board. Any assignment or delegation of this MOU by RCDMH to a third party shall be void unless prior written approval is obtained from IEHP.
17. **INVALIDITY OF SECTIONS OF MOU** – The unenforceability or invalidity of any Section or provision of this MOU shall not affect the enforceability and validity of the balance of this MOU.
18. **GOVERNING LAW** – IEHP, RCDMH and this MOU are subject to the laws of the State of California and the United State of America, including but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by the DMHC, the Health Maintenance Organization Act of 1973 and the regulations promulgated thereunder by the United States Department of Health and Human Services, and the Waxman-Duffy Prepaid Health Plan Act.
 - 18.01. The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed for any disputes under this MOU and shall become applicable after the procedure in Paragraph 6 (“RESOLUTION OF DISPUTES”) has been completed.

- 18.02. All actions and proceedings arising in connection with this MOU shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.
- 18.03. IEHP is subject to the requirements of Title 28 of the California Code of Regulations pertaining to licensed health care service plans and any provision required to be in the MOU by these requirements shall bind IEHP whether or not provided in the MOU.

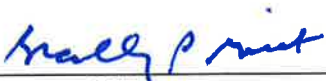
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum Of Understanding as set forth below.

RIVERSIDE COUNTY

INLAND EMPIRE HEALTH PLAN

By: 
Jerry A. Wengerd Director
RCDMH

By: 
Bradley P. Gilbert, MD, MPP
Chief Executive Officer

Date: 11/21/12

Date: 9/13/12


By: _____
Chairman
Board of Supervisors

By: 
Chair
IEHP Governing Board

Date: _____

Date: 9-13-12

Attest: _____
Clerk of the Board

Attest: 
Secretary
IEHP Governing Board

Date: _____

Date: 9-13-12

Approved as to Form:

By: 
Jinny R. Yang
Staff Counsel for the Inland Empire Health Plan

Date: 9/13/12

FORM APPROVED COUNTY COUNSEL

BY:  DATE _____
ELENA M. BOEVA

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

INDEX

SECTION	DESCRIPTION	PAGE
1	Referral Protocols	2
2	Consultation/Care Coordination	2
3	IEHP Secure Website for Coordination of Care	2
4	Medical Records/Exchange of Information	3
5	Provider Education	4
6	Medications and Formulary	4
7	Laboratory, Radiological and Radioisotope Services	4
8	Emergency Room Services	5
9	Medical Transportation	5
10	Quality Assurance/Grievances and Complaints	6
11	Dispute Resolution	7
12	Liaison Function	8

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

**SERVICE COORDINATION MATRIX
IEHP – RIVERSIDE COUNTY MENTAL HEALTH PLAN (RCDMH)
HEALTHY KIDS PROGRAM**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
1. REFERRAL PROTOCOLS	<p>IEHP and/or the IEHP PCP will refer to RCDMH a Member whose psychological condition would not be responsive to physical health care or primary care mental health services.</p> <p>When RCDMH informs an IEHP provider that a Member does not meet RCDMH benefit or treatment criteria, and needed services are outside the PCP's scope of practice, IEHP case managers will work with RCDMH Access Unit to initiate a referral to an appropriate community resource.</p>	<p>RCDMH will accept Healthy Kids referrals from IEHP staff, providers and IEHP Members (self-referral).</p> <p>RCDMH will assess, or arrange to assess, children referred for mental health or substance abuse evaluation. Based on this assessment, RCDMH will provide or arrange for treatment, of Member children found to be in need of specialty mental health and/or substance abuse services.</p>
2. CONSULTATION/ CARE COORDINATION	<p>IEHP providers will be available to consult with the RCDMH providers about beneficiaries that they both treat. Consultative services will include general consultation on mental health/substance abuse and specialty mental health issues, and consultation on the need for physical health care evaluation and treatment.</p> <p>IEHP case managers and/or case managers from respective IEHP IPA's will work with RCDMH Access Unit staff to coordinate the care of individual beneficiaries.</p>	<p>RCDMH providers will be available to consult with the IEHP providers about beneficiaries that they both treat. Consultative services will include general consultation on mental health/substance abuse and specialty mental health issues, and consultation on the need for physical health care evaluation and treatment.</p> <p>When a mental health/substance abuse provider determines a Member's illness would be responsive to physical health care he/she may make a direct referral by contacting the primary care physician identified on the Member's health plan card; or he/she may use the IEHP Secure Website (see Section 3 below) or fax the appropriate coordination of care form (Attachment B) to (909) 890-5763 to arrange for a referral through IEHP case management.</p>
3. IEHP Secure Website for Coordination of Care	<p>IEHP will maintain a secure website as a means for Providers to coordinate care. IEHP will provide RCDMH clinic sites, clinicians and administrative</p>	<p>Through the IEHP Secure Website, RCDMH shall have secure access to Electronic Health Histories and may use Coordination of Care Web Forms (Attachment B)</p>

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
<p>4. MEDICAL RECORDS/ EXCHANGE OF INFORMATION</p>	<p>support staff with secure access and training on accessing Electronic Health Histories through the IEHP Secure Website, and offer the use of Coordination of Care Web Forms (Attachment B) to share pertinent prescription, lab and clinical data with other authorized providers.</p> <p>When IEHP determines that a referral is likely, IEHP will request formal consent from the parent or guardian of a subscriber, or from a subscriber under defined conditions of emancipation, to share information with RCDMH as a part of the referral. The information to be shared will include:</p> <ul style="list-style-type: none"> A. Medical and mental health conditions diagnosed by IEHP; B. Current medications prescribed by IEHP providers; C. All pertinent medical history. <p>Treatment may be provided in emergencies as authorized in law.</p> <p>IEHP will share all information in accordance with federal and state regulation regarding confidentiality. IEHP will develop specific protocols dealing with sharing of information and substance abuse and HIV status.</p> <p>Methodologies for meeting all confidentiality laws and providing for medical information sharing between the primary care physician and the mental health practitioner to assure coordination and continuity of care will be collaboratively developed between IEHP and RCDMH.</p>	<p>to coordinate care and share pertinent prescription, lab and clinical data with other authorized providers with client consent. Completed forms may also be faxed to (909) 890-5763 in lieu of online submission.</p> <p>RCDMH shall request formal consent from the parent or guardian of a subscriber or from a subscriber under defined conditions of emancipation who has been referred for evaluation or accepted for treatment to share relevant information with the IEHP provider, including:</p> <ul style="list-style-type: none"> A. The beneficiary's health condition; B. Current medications prescribed by RCDMH or its providers; C. All pertinent medical history. <p>Treatment may be provided in emergencies as authorized by law.</p> <p>RCDMH will share all information in accordance with federal and state regulations regarding confidentiality. RCDMH will develop specific protocols dealing with sharing of information and substance abuse and HIV status.</p> <p>Methodologies for meeting all confidentiality laws and providing for medical information sharing between the primary care physician and the mental health practitioner to assure coordination and continuity of care will be collaboratively developed between IEHP and RCDMH.</p>

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
<p>5. PROVIDER EDUCATION</p>	<p>IEHP will train their providers on mental health specialty services provided through RCDMH and on coordinating care with RCDMH.</p> <p>Annual training is supplemented by quarterly provider newsletters and quarterly continuing education classes (CEU), which selectively include mental health topics.</p> <p>IEHP will assist RCDMH in training RCDMH providers on coordinating care with IEHP.</p>	<p>RCDMH conducts annual provider meetings. During these meetings multiple topics are covered, including coordination of care issues for Medi-Cal Managed Care patients.</p> <p>RCDMH regularly supplements the annual meetings with targeted written communication to providers as needed.</p> <p>RCDMH will assist IEHP in training IEHP providers about mental health specialty services provided through RCDMH and the coordination of care.</p>
<p>6. MEDICATIONS AND FORMULARY</p>	<p>Prior authorization for prescribed formulary medication is provided as part of the online adjudication process used by IEHP pharmacies. Prior authorization exceptions will be reconciled by the individual pharmacy working with the IEHP pharmacy department and the RCDMH provider.</p> <p>Where an IEHP provider is managing a Member's mental health condition, said providers will monitor the effects and side effects of psychotropic medications.</p> <p>IEHP provides Members with a Provider Directory, which lists contracted pharmacies. This Directory is updated bi-annually. Members are also encouraged to call the IEHP Member Services Department for the most recent changes to our contracted pharmacy network.</p> <p>The IEHP case management/mental health specialist will work directly with RCDMH providers, the PCP and RCDMH Central Access Unit to coordinate these services, when necessary.</p>	<p>RCDMH will provide a monthly updated list of specialty mental health physicians who will be prescribing medications to IEHP Members. The list is forwarded to IEHP's Clinical Director of Behavioral Health.</p> <p>RCDMH providers will prescribe, as medically appropriate, psychotropic medications for IEHP Members under treatment, and monitor the effects and side effects of such medications.</p> <p>Healthy Kids beneficiaries may use any IEHP pharmacy to access psychotropic medications.</p>
<p>7. LABORATORY, RADIOLOGICAL AND RADIOISOTOPE SERVICES</p>	<p>The IEHP case management/mental health specialist will work directly with RCDMH providers, the PCP and RCDMH Central Access Unit to coordinate these services, when necessary.</p>	<p>RCDMH will arrange for medically necessary laboratory, radiological, and radioisotope services required for the diagnosis, treatment, or evaluation of a Member's mental health/substance abuse condition.</p>

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
<p>8. EMERGENCY ROOM SERVICES <i>Services</i></p>	<p>IEHP and/or its delegate shall cover and pay for facility charges resulting from the emergency services and care of a Plan Member whose condition meets RCDMH medical necessity criteria when such services and care do not result in the admission of the Member for psychiatric inpatient hospital services or when such services result in an admission of the Member for psychiatric inpatient hospital services at a different facility.</p> <p>IEHP and/or its delegate shall cover and pay for professional services except the professional services of a mental health specialist, when required for the emergency services and care of a Member whose condition meets RCDMH medical necessity criteria.</p> <p>Payment responsibility for charges resulting from the emergency services and care of a Plan Member with an excluded diagnosis or for a Plan Member whose condition does not meet RCDMH medical necessity criteria will be assigned as follows:</p> <p>IEHP and/or its delegate shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a Plan Member with an excluded diagnosis or a Plan Member whose condition does not meet RCDMH medical necessity criteria and such services and care do not result in the admission of the Member for psychiatric inpatient hospital services.</p>	<p>RCDMH is responsible for facility charges resulting from the emergency services and care of a Plan Member whose condition meets RCDMH medical necessity criteria when such service and care do result in the admission of the Member for psychiatric inpatient hospital services at the same facility.</p> <p>RCDMH is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the Member for psychiatric inpatient hospital services at that facility or any other facility.</p> <p>RCDMH shall cover and pay for professional services provided by a mental health specialist in an emergency room to a plan Member whose condition meets RCDMH medical necessity criteria or when mental health specialist services are required to assess whether RCDMH medical necessity is met.</p>
<p>9. MEDICAL TRANSPORTATION</p>	<p>IEHP will be responsible for the emergency and non-emergency ambulance, litter van, and wheelchair van medical transportation services when the Member's medical and physical condition is such that transport by</p>	<p>RCDMH must arrange and pay for medical transportation when the RCDMH's purpose for the medical transportation service is to transport a plan Member receiving psychiatric inpatient hospital</p>

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
	<p>ordinary means of public or private conveyance is medically contraindicated.</p> <p>IEHP will be responsible for emergency medical transportation services to the nearest facility capable of meeting the needs of the patient.</p> <p>IEHP will be responsible for medically necessary transfers between inpatient hospital services and psychiatric inpatient hospital services to address plan Member mental health condition.</p> <p>IEHP will not be responsible for medical transportation services when the transportation is required to transfer a Member from one psychiatric inpatient hospital to another psychiatric inpatient hospital, or to another type of 24-hour care facility, when such transfers are not medically indicated.</p>	<p>services form 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 RCDMH.</p>
<p>10. QUALITY ASSURANCE/ GRIEVANCES AND COMPLAINTS</p>	<p>IEHP will operate a Quality Assurance/Quality Improvement Program, which includes the interface with RCDMH and the coordination of care with its providers. Member and provider grievance and complaint processes will be part of the Quality Assurance/Quality Improvement program.</p> <p>IEHP will involve RCDMH in relevant aspects of its Quality Assurance/ Quality Improvement program.</p>	<p>Conforming to the standards of Federal, State and County guidelines on Quality Assurance, RCDMH will operate a Quality Assurance/Quality Improvement program which includes the interface with IEHP and the coordination of care with the providers. Member and provider complaint and grievance process will be part of the Quality Assurance/Quality Improvement program. Access to services will be included as part of the Quality Assurance/Quality Improvement Program.</p> <p>Grievances involving mental health services will be processed internally by RCDMH. RCDMH will involve IEHP in relevant aspects of its Quality Assurance/Quality Improvement program, including grievance and complaint resolution, whenever there appear to be overlapping issues.</p>

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
<p>11. DISPUTE RESOLUTION</p>	<p>IEHP will coordinate with RCDMH on dispute resolutions and agrees to participate in a dispute resolution process as follows:</p> <p><u>First Level Review</u></p> <ul style="list-style-type: none"> • The process will be initiated within 45 calendar days from the disputed event. • IEHP will appoint a representative to attempt to reach and implement resolution decisions. • The representative of IEHP will arrive at a proposed resolution jointly with the RCDMH representative within 10 business days of initiation. • If the representatives of IEHP and RCDMH are unable to reach a joint decision or if the proposed resolution is not acceptable to both plans, a second level review may be initiated by either plan. <p><u>Second Level Review</u></p> <ul style="list-style-type: none"> • The second level review must be initiated within 10 business days of the first level decision. • IEHP will use its CEO or CEO’s designee as a second level reviewer. • The second level reviewer will attempt to reach a joint resolution with RCDMH within 10 business days of initiation. • If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both plans, a third party review may be initiated by either plan. <p><u>Third Party Review</u></p> <p>If the dispute cannot be resolved at the second level, either plan may request dispute resolution by the</p>	<p>RCDMH will coordinate with IEHP on dispute resolutions and agrees to participate in a dispute resolution process as follows:</p> <p><u>First Level Review</u></p> <ul style="list-style-type: none"> • The process will be initiated within 45 calendar days from the disputed event. • RCDMH will appoint a representative to attempt to reach and implement resolution decisions. • The representative of RCDMH will arrive at a proposed resolution jointly with the IEHP representative within 10 business days of initiation. • If the representatives of RCDMH and IEHP are unable to reach a joint decision or if the proposed resolution is not acceptable to both plans, a second level review may be initiated by either plan. <p><u>Second Level Review</u></p> <ul style="list-style-type: none"> • The second level review must be initiated within 10 business days of the first level decision. • RCDMH will use its Director or Director’s designee as a second level reviewer. • The second level reviewer will attempt to reach a joint resolution with IEHP within 10 business days of initiation. • If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both, a third party review may be initiated by either plan. <p><u>Third Party Review</u></p> <p>If the dispute cannot be resolved at the second level, either plan may request dispute resolution by the Healthy Kids Advisory committee.</p>

**ATTACHMENT A
SERVICE COORDINATION MATRIX**

TITLE	IEHP RESPONSIBILITY	RCDMH RESPONSIBILITY
	<p>Healthy Kids Advisory committee.</p> <p>IEHP agrees to provide medically necessary services to the beneficiary during the dispute resolution process.</p>	<p>RCDMH agrees to provide specialty mental health services to the beneficiary during the dispute resolution process.</p>
12. LIAISON FUNCTION	<p>IEHP will designate a mental health liaison to work with RCDMH on any issue relevant to this MOU.</p>	<p>RCDMH will designate a mental health liaison to work with IEHP on any issue relevant to this MOU.</p>

ATTACHMENT B
BEHAVIORAL HEALTH COORDINATION OF CARE WEB FORMS

Behavioral Health Initial Evaluation Coordination of Care Report

BH Form History

MEMBER INFORMATION

Name	IEHP ID	DOB	Age	Sex
Address		City	ST CA	Zip
Phone	County	Medi-Cal #		LOB

MEMBER PCP INFORMATION

Name	ID	Phone
Address	City, State	Zip

PROVIDER INFORMATION

Name	ID	Auth #	Report Date
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VISIT INFORMATION

Patient Signed Release Yes No (If No, This Information Will NOT Be Forwarded To The PCP)

Initial Visit Date _____ Concurrent BH Specialist _____

Major Presenting Problems - (Select At Least One From Below)

Rating Of Level Of Severity: 1=Mild; 2=Moderate; 3=Severe; Leave Blank If Not Applicable

	1	2	3		1	2	3		1	2	3		
Anxiety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Assaultive Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Hallucination	<input type="checkbox"/> Auditory	<input type="checkbox"/> Visual	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Depression	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Conduct Disorder	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Paranoia			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sleep Disorder	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Attention Problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Dissociative Process			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Weight Change	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Concentration Difficulty	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Substance Abuse			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Isolation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Confusion	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Eating Disorder			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Obsessive/Compulsive	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Dementis	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Other			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Aggressive Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Dizziness, Light-Headed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Diagnosis (Complete At Least One (1) DX On Axis I Or II, Axis IV, & Axis V)

AXIS I - Primary Diagnosis
 Choose a DSM IV Code _____

AXIS I - Secondary Diagnosis
 Choose a DSM IV Code _____

AXIS II - Developmental Disorders And Personality Disorders
 Choose an AXIS II Code _____

AXIS III - Physical Disorders And Conditions - Optional (Enter A Valid Axis III Code)

AXIS IV - Severity Of Psychosocial Stressors

<input type="checkbox"/> Problems With Primary Support Group/Family	<input type="checkbox"/> Educational Problems
<input type="checkbox"/> Interpersonal Or Problems Related To The Social Enviorment	<input type="checkbox"/> Occupational Problems
<input type="checkbox"/> Problems Related To Interaction With The Legal System/Crime	<input type="checkbox"/> Housing Problems

Search ICD-9 Codes

ATTACHMENT B

BEHAVIORAL HEALTH COORDINATION OF CARE WEB FORMS

- Problems With Access To Health Care
 Economic Problems
 Other Psychosocial And Environmental Problems

AXIS V - Global Assessment Of Functioning (GAF): Current Highest In Last Year

CURRENT MEDICATIONS (Last 6 Months As Reported To IEHP)

Medication	Quantity	Days Supplied	Date Filled
Tri-Lo-Sprintec Tablet	28	28	11/13/2009
Tri-Lo-Sprintec Tablet	28	28	9/24/2009

FINDINGS/RECOMMENDATIONS

1. Request For PCP To Provide

- Refer Patient Back To PCP To Evaluate Physical Complaints Specify
 Refer Patient Back To PCP To Adjust Psychotropic Medications Specify

2. Recommendation For Behavioral Health Treatment (Select At Least One From Below)

- a. SED Evaluation
- b. Individual Psychotherapy - Practitioner Recommended
 Self First Available IEHP Panel BH Practitioner Other Select Provider
- c. Family Therapy - Practitioner Recommended
 Self First Available IEHP Panel BH Practitioner Other Select Provider
- d. Group Therapy - Type
 ADHD Parent Training Pain Management Anxiety Management
 Depression Management Bereavement Specify
 Practitioner Recommended
 Self First Available IEHP Panel BH Practitioner Other Select Provider
- f. Psychiatric Evaluation/Psychotropic Medication Assessment - Practitioner Recommended
 Self First Available IEHP Panel BH Practitioner Other Select Provider
- g. Substance Abuse Services
 Evaluation By Substance Abuse Specialists - Practitioner Recommended
 Self First Available IEHP Panel BH Practitioner Other Select Provider
- h. Evaluation For Detoxification - Practitioner Recommended
 Self First Available IEHP Panel BH Practitioner Other Select Provider
- i. Evaluation For Structured Outpatient Program
 Mental Health Substance Abuse Other Program
- j. Other Services
 Specify

Behavioral Health Coordination of Care -Update (Optional)

BH Form History

MEMBER INFORMATION

Name	IEHP ID	DOB	Age	Sex
Address		City	ST	Zip
Phone	County	Medi-Cal #		LOB

MEMBER PCP INFORMATION

Name	ID	Phone
Address	City, State	Zip

PROVIDER INFORMATION

Name	ID	Auth #	Report Date
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Patient Signed Release Yes No (If No, This Information Will NOT Be Forwarded To The PCP)

CURRENT MEDICATIONS (Last 6 Months As Reported To IEHP)

Medication	Quantity	Days Supplied	Date Filled
Tri-Lo-Sprintec Tablet	28	28	11/13/2009
Tri-Lo-Sprintec Tablet	28	28	9/24/2009

CHANGES/UPDATES

1. Psychiatric Medication Changes Since Initial Evaluation:

- a. Continue Previous Medications
 - Unchanged Changed Dosage Changed Frequency Other
- b. Discontinued Previous Medications
 - Specify Ineffective Adverse Reaction Other
- c. Added New Medication
 - Specify
- d. Describe Medication Changes If Applicable

2. Clinical Update

- Stabilized Progressing But Not Stabilized In Crisis Other

FINDINGS/RECOMMENDATIONS

1. Request For PCP To Provide

- Refer Patient Back To PCP To Evaluate Physical Complaints Specify
- Refer Patient Back To PCP To Adjust Psychotropic Medications Specify

2. Recommendation For Behavioral Health Treatment (Select At Least One From Below)

- a. SED Evaluation
- b. Individual Psychotherapy - Practitioner Recommended
 - Self First Available IEHP Panel BH Practitioner Other Select Provider
- c. Family Therapy - Practitioner Recommended
 - Self First Available IEHP Panel BH Practitioner Other Select Provider
- d. Group Therapy - Type

ATTACHMENT B
BEHAVIORAL HEALTH COORDINATION OF CARE WEB FORMS

- ADHD Parent Training Pain Management Anxiety Management
 Depression Management Bereavement Specify
- Practitioner Recommended**
- Self First Available IEHP Panel BH Practitioner Other **Select Provider**
- f. **Psychiatric Evaluation/ Psychotropic Medication Assessment - Practitioner Recommended**
- Self First Available IEHP Panel BH Practitioner Other **Select Provider**
- g. **Substance Abuse Services**
- Evaluation By Substance Abuse Specialists - Practitioner Recommended**
- Self First Available IEHP Panel BH Practitioner Other **Select Provider**
- h. **Evaluation For Detoxification - Practitioner Recommended**
- Self First Available IEHP Panel BH Practitioner Other **Select Provider**
- Evaluation For Structured Outpatient Program**
- Mental Health Substance Abuse Other Program
- i. **Other Services**
- Specify