

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

247



FROM: Department of Mental Health

SUBMITTAL DATE:
July 3, 2013

SUBJECT: Approve the Memorandum of Understanding between Molina Healthcare of California Partner Plan, Inc. and the Department of Mental Health. **(All Districts)**

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) between Molina Healthcare of California Partner Plan, Inc. and the Department of Mental Health for Medi-Cal beneficiaries for FY 2013/2014;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the MOU; and

BACKGROUND: On October 16, 2001, Agenda item 3.40, the Riverside County Board of Supervisors approved the MOU between MOLINA and the Department of Mental Health (DMH) establishing protocols for Riverside County Medi-Cal beneficiaries shared between MOLINA and the DMH. The referral protocols address mental health clients who are in need of physical healthcare along with reciprocal arrangement of physical health clients in need of mental health services.

(Continued on Page 2)

JW:WC

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:	2013/2014

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: *Steven C. Horn*
Steven C. Horn, MPA

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

2013 JUL -3 10:21
RECEIVED
COUNTY OF RIVERSIDE

3-39

FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva* 7/12/13
DATE

PURCHASING & FLEET SERVICES: *Robert Howdyshell*, Director

Departmental Concurrence

SUBJECT: Approve the Memorandum of Understanding between MOLINA Healthcare of California Partner Plan, Inc. and the Riverside County Department of Mental Health. **(All Districts)**

BACKGROUND (continued):

The California Code of Regulations (CCR), Title 9, Chapter 11, Section 1810.370, requires Medi-Cal Mental Health Plans to enter into MOU agreements with Medi-Cal Managed Care Plans (physical health care) to ensure appropriate care for Medi-Cal beneficiaries. These regulations stipulate that Medi-Cal and Medicare mental health services shall be provided to Medi-Cal beneficiaries through the Mental Health Plan, which is administered by the DMH.

The MOLINA MOU defines protocols for coordinating the care for mutually shared MOLINA and DMH clients. The protocol states that MOLINA will refer to DMH, MOLINA members whose psychological condition would not be responsive to physical health care services. DMH will, in return, accept Medi-Cal referrals from MOLINA for determination of medical necessity, and provide mental health specialty evaluation services. In addition, DMH Medi-Cal beneficiaries enrolled in MOLINA will receive services with or without referral by MOLINA.

Therefore, the DMH is requesting the Riverside County Board of Supervisors approve the MOU between MOLINA and the DMH to provide mental Health services to Medi-Cal beneficiaries.

PERIOD OF PREFORMANCE:

This MOU shall commence upon execution by both parties and shall remain in effect for a one (1) year period, and shall continue in effect for successive one (1) year periods, unless terminated.

FISCAL:

The MOU between MOLINA and DMH has a zero dollar amount (\$0) as specified in the agreement. No County funds are required.

JUSTIFICATION FOR DELAY:

The DMH made necessary modifications to accommodate the implementation of the Healthcare Reform in January 2014. The department is now ready to submit the agreement for Board approval.

MEMORANDUM OF UNDERSTANDING

BETWEEN

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH

AND

MOLINA HEALTH CARE OF CALIFORNIA PARTNER PLAN, INC.

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Addendum I

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this day of May 1, 2013 by and between Molina Healthcare of California Partner Plan, Inc. (hereinafter referred to as "MOLINA") and Riverside County through its Department of Mental Health (hereinafter referred to as RCMHP). Any current agreements, as to this subject matter, are hereby terminated upon the execution by all parties to this MOU.

The Riverside County Mental Health Plan (RCMHP) and MOLINA have complementary objectives to protect and promote the mental health of the general population. MOLINA will be providing and arranging health care services for the community's Medi-Cal population 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, RCMHP and MOLINA 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 RCMHP and MOLINA.

Whereas, agreements in this MOU are not legally binding. Each term is defined by common usage as understood by each party. Disagreements about definitions, programs, missions, goals, or understandings shall be resolved by the general agreement of the parties, and,

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

1. RCMHP- RESPONSIBILITIES - RCMHP shall be responsible for coordination and provision of specialty mental health services as defined in Title 9, California Code of Regulations, Chapter II. "Medi-Cal Specialty Mental Health Services. RCMHP agrees to:

1.0 1. Appoint a staff member as the primary liaison between RCMHP and MOLINA - In addition, appoint liaison personnel as needed.

1.02. Upon identification of a client who appears income-eligible for the Medi-Cal Program, provide referral to the Department of Public Social Services regarding application for Medi-Cal coverage. If an individual receiving services through RCMHP is a MOLINA member, RCMHP will refer them to their plan primary care provider as needed and appropriate.

1.03. Provide technical assistance and consultation to MOLINA staff concerning RCMHP services and requirements. Provide services and follow guidelines described in Addendum I.

2. MOLINA RESPONSIBILITY - With respect to coordination of services provided by RCMHP, MOLINA agrees to:

2.01. Notify staff and providers of their responsibility to refer members, as appropriate and in compliance with Federal and State law, for services identified in Addendum I.

2.02. Inform members of the availability of Mental Health services and referrals through the RCMHP.

2.03. Appoint a staff member as primary liaison between MOLINA and RCMHP. In addition MOLINA will appoint liaison personnel as needed. At the discretion of MOLINA, the liaison may represent MOLINA in the local dispute resolution process. In addition, MOLINA will appoint liaison personnel as needed to coordinate activities with RCMHP for each service listed in Addendum I.

2.04. Disseminate to MOLINA providers the information, forms, and any educational materials provided by RCMHP regarding mental health services or programs.

2.05. Coordinate with RCMHP in conducting outreach efforts, especially to under-served populations.

3. JOINT OPERATING MEETINGS - Meetings including the RCMHP Director or designee(s), the Mental Health Services Program Manager, MOLINA Medical Director or designee(s) and primary MOLINA liaison will be held on at least a quarterly basis to review all aspects of this MOU. Liaison staff shall be sufficiently acquainted with the respective programs to provide meaningful information to the other party to address issues and concerns. At one of those meetings each year items to be re-negotiated or negotiated in relation to the MOU will be introduced.

4. TERM

4.01. It is mutually agreed and understood that the obligation of MOLINA is limited by and contingent upon the availability of the Department of Health Care Services (DHCS) funding for the Medi-Cal Managed Care Plan. In the event that such funds are not forthcoming for any reason, MOLINA shall immediately notify RCMHP in writing.

4.02. This MOU shall commence upon execution by both parties and shall remain in effect for one (1) year period, and shall continue in effect for successive one (1) year periods, unless terminated as specified in Section 5, below.

5. TERMINATION - This MOU may be terminated by either party without cause, by giving at least sixty (60) days written notice to the other party. This MOU may be terminated by either party for cause by giving ten (10) working days written notice to the other party.

6. RESOLUTION OF DISPUTES - The resolution process must be initiated within forty-five (45) calendar days of the disputed event.

6.01. Should a dispute arise between RCMHP and MOLINA that cannot be resolved by staff, the Director of RCMHP and/or his/her designee and the MOLINA Medical Director and/or his/or her designee shall meet to resolve this dispute. These representatives will arrive at the proposed resolution of the dispute within ten (10) business days.

6.02. If RCMHP has a dispute with MOLINA that cannot be resolved to the satisfaction of RCMHP concerning its obligations or the obligations of MOLINA with State, State Medi-Cal Laws and regulations or this MOU, RCMHP may submit a request for resolution to the California Department of Health Care Services.

6.03. If MOLINA has a dispute with RCMHP that cannot be resolved to the satisfaction of MOLINA concerning its obligations or the obligations of RCMHP with State, State Medi-Cal Laws and regulations or this MOU, MOLINA may submit a request for resolution to the California Department of Health Care Services.

6.04. A request for resolution by either RCMHP or MOLINA shall be submitted to their respective departments within thirty (30) calendar days of the completion of the resolution process between the parties as provided in paragraph 6.01 above.

6.05. Beneficiaries will continue to receive medically necessary services, including specialty mental health services and prescription drugs, while the dispute is being resolved.

6.06. The provisions of Paragraph 5.0 ("TERMINATION") of the MOU shall not be affected by the provisions of this section.

7. HOLD HARMLESS

7.01. Riverside County will indemnify and hold MOLINA 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.

7.02. MOLINA will indemnify and hold harmless Riverside County from loss, cost, or expenses caused by the negligent or wrongful acts or omissions of MOLINA officers, agents, and employees occurring in the performance of this MOU.

8. ACCESS TO BOOKS AND RECORDS - RCMHP and MOLINA agree to maintain sufficient records, and documentation necessary in case of audit by the Department of Managed Health Care (DMHC), DHCS or other regulatory agencies and such records will be available to

MOLINA in accordance with the Public Records Act unless specified differently within this MOU.

8.01. RCMHP agrees to hold 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.

9. CONFIDENTIALITY AND RETURN OF PROPERTY - RCMHP and MOLINA acknowledge that, during the term of this MOU, they may have access to confidential material and information ("Proprietary Information") belonging to the other party or the other party's vendors, or partners. "Proprietary Information" shall be expressly identified in writing as such by the party claiming such, and may include the disclosing party's computer programs and code, business plans, financial records, partnership arrangements and licensing plans. Proprietary information may include certain portions of the network data. Proprietary information does not include information generally available to the public, information the receiving party had in its possession prior to receiving it from or developing it for the disclosing party, information received from a third party, or information independently developed by the receiving party without reference to information received pursuant to this Agreement from the disclosing party. Each party agrees that the disclosing party's expressly identified Proprietary Information will be kept strictly confidential by the receiving party and will not be disclosed to non-employees and agents, unless expressly authorized to do so by the disclosing party. In addition, each party shall return all Proprietary Information, including network data, whether in written or other form, to the disclosing party upon termination of this MOU. Proprietary Information does not include member/patient PHI, the confidentiality of which shall be governed by the HIPAA section of this agreement.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - To the extent each party is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), both parties shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Both parties agree to comply with the applicable terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

11. 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 the performance of services required under this MOU.

12. NON-DISCRIMINATION - Services and benefits shall be provided by RCMHP and MOLINA to individuals without reference otherwise to their race, religion, color, sex, national origin, age, physical or mental handicaps or condition. Riverside County 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 California Fair Employment Practices Act (commencing with Section 1410 of the Labor code), and Federal Civil Rights Act of 1962 (P. L. 88-352).

13. ENTIRE -AGREEMENT - This MOU 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.

14. EFFECT OF HEADINGS - The titles or headings of the various paragraphs hereof are intended solely for convenience or reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this MOU.

15. COUNTERPARTS - This MOU may be executed in one or more counterparts by the parties hereto. All Counterpoints shall be construed together and shall constitute one agreement.

16. ADDITIONAL PROVISIONS - All Addendums attached and referred to herein are incorporated.

17. 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:

RCMHP

Riverside County Department of Mental Health
4095 County Circle Drive
Riverside, CA 92503
(909) 358-4500
Attn: Jerry Wengerd, Director

MOLINA

200 Oceangate, Suite 100
Long Beach, CA 90802
(800) 526-8196
Attn: Richard Chambers
President

18. INVALIDITY OF SECTION OF MOU - If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

19. GOVERNING LAW - MOLINA, RCMHP and this MOU are subject to the laws of the State of California and the United States 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 and the regulations promulgated by DHCS.

19.01. The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed first for any dispute under this MOU and shall become applicable after procedure in paragraph 6, Resolution of Disputes, has been completed.)

19.02. All actions and proceedings arising in connection with this MOU shall be, tried and litigated exclusively in the State or Federal (if permitted by the law and

a party elects to file and action in Federal Court) courts located in the counties of San Bernardino or Riverside, State of California.

19.03. MOLINA is subject to the requirements of Chapter 2.2, Division 2, and Subchapter 5.5, Chapter 3, of Title 10 if the California Code of Regulations and any provision required to be in the MOU by either of these requirements shall bind MOLINA whether or not provided in the MOU.

20. AUTHORITY TO AMEND - MOLINA or RCMHP may amend this agreement in whole or in part to maintain compliance with applicable law, by giving thirty (30) days prior written notice of any proposed amendments. MOLINA and RCMHP's continued participation after the notice period, absent objection, shall constitute approval of such amendment. All other modifications must be approved in writing by MOLINA and RCMHP within ninety (90) days. All such amendments shall be attached hereto and shall become part of this agreement.

21. ARBITRATION - Any claim or controversy arising out of or in connection with this MOU shall be resolved, to the extent possible, within forty-five (45) days through informal meetings and discussions held in good faith between appropriate representatives of the parties. Any remaining claim or controversy shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect by a single arbitrator in Riverside, CA; provided, however, that binding arbitration shall not be utilized to adjudicate matters that primarily involve review of RCMHP's professional competence or professional conduct, and shall not be available as a mechanism for appeal of any determinations made as to such matters. If possible, the arbitrator shall be an attorney with at least fifteen (15) years of experience, including at least five (5) years of experience in managed health care. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to provide a remedy or award damages that would not be available to such prevailing party in a court of law, nor shall the arbitrator have the authority to award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees of arbitration. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one year of the earlier of the date the claim or controversy arose, was discovered, or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

22. FINANCIAL CONSIDERATIONS - No contractual agreements or monetary obligations for either party are implied by this MOU. The services described by each party are services anticipated by the mission and goals, and the laws, regulations and formal policies and procedures governing the respective services of each party

**RIVERSIDE COUNTY MENTAL HEALTH PLAN
MEMORANDUM OF UNDERSTANDING**

In witness whereof, the parties have executed this Agreement in Riverside, California.

RIVERSIDE COUNTY MENTAL
HEALTH PLAN

MOLINA HEALTHCARE OF
CALIFORNIA PARTNER PLAN,
INC.

Signature _____
John J. Benoit, Chairman
Board of Supervisors

By: Richard Chambers
Richard Chambers
President

Date: _____

Date: 7/1/13

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

Deputy

ADDENDUM I

**MEMORANDUM OF UNDERSTANDING
BETWEEN RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH
AND
MOLINA HEALTHCARE OF CALIFORNIA PARTNER PLAN INC.**

This MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Riverside County Department of Mental Health, (hereinafter referred to as (MHP)) and Molina Healthcare of California Partner Plan, Inc. (hereinafter referred to as MOLINA) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services).

The purpose of this MOU is to describe the responsibilities of the MHP and of MOLINA in the delivery of specialty mental health service to Medi-Cal beneficiaries served by both parties. It is the intention of both parties to coordinate care between providers of physical and mental health care. All references in the MOU to "Members" are limited to MOLINA's Riverside County Medi-Cal Members.

RESPONSIBILITY	MHP	MOLINA
LIAISON	<p>The MHP Community Access Referral, Evaluation, Support (CARES) Team Program Manager will act as a Liaison to coordinate activities with MOLINA and will notify MHP providers of the roles and responsibilities of the MHP liaison.</p> <p>MHP liaison will meet with MOLINA at least quarterly to resolve issues regarding appropriate and continuous care for Members. Liaisons will meet more frequently if needed.</p> <p>MHP liaison will be responsible for communicating suggestions</p>	<p>MOLINA will appoint a Liaison to coordinate activities with MHP and will notify contracting providers of the roles and responsibilities of the MOLINA liaison.</p> <p>MOLINA liaison will meet with MHP at least quarterly to resolve issues regarding appropriate and continuous care for Members. Liaisons will meet more frequently if needed.</p> <p>MOLINA liaison will be responsible for communicating suggestions for MOU changes to MOLINA leadership. MOLINA will communicate</p>

	for MOU changes to MHP leadership. MHP will communicate MOU changes to State DMH and MHP providers.	MOU changes to State DHCS and contracting providers.
SCOPE OF SERVICES	<p>With or without referral by MOLINA Primary Care Physicians (PCP) or MOLINA staff, MHP will be responsible to provide emergency mental health services 24 hours a day, 7 days a week, and non-emergency specialty mental health services during regular business hours for MOLINA Members who meet the criteria outlined in Title 9, Chap. 11, Section 1820.205, Section 1830.205 and Section 1830.210 of California Code of Regulations.</p> <p>The toll-free, statewide number is 800-706-7500. The MHP prints the toll-free, statewide number in their MHP brochure. The MHP makes this brochure available to MOLINA and PCPs.</p>	<p>MOLINA will be responsible for covering covered physical health care services as specified in the MOLINA contract with DHCS.</p> <p>These health care services include 24 hours a day, 7 day a week, access to Primary Care Physicians (PCPs) who will provide or arrange for covered medical services, including outpatient mental health services within the PCP's scope of practice. MOLINA and MHP recognize that PCP's ability to treat mental disorders will be limited to each PCP's training and scope of practice.</p> <p>When possible, and in the interest of providing well integrated physical health care services, PCPs will address the following conditions as they arise in the course of treating a medical illness:</p> <ul style="list-style-type: none"> • Psychological factors affecting a medical condition (psychological disorders). • Psychological symptoms precipitated by medications being used to treat medical conditions. • Psychiatric conditions amenable to treatment by a PCP.
DIAGNOSTIC ASSESSMENT & TRIAGE	MHP will arrange and pay for emergency mental health	MOLINA will arrange and pay for psychological

	<p>services on a 24 hours a day, 7 days per week basis, and for non-emergency specialty mental health services during regular business hours, to triage MOLINA's Medi-Cal Members whose psychiatric condition would not be responsive to physical health care. MHP specialist will assess and diagnose Member's symptoms, level of impairment and focus of intervention to determine if a Member meets MHP's medical necessity criteria for MHP services. MHP specialty mental health provider assessments will cover:</p> <ul style="list-style-type: none"> • Basic assessments to determine if Members meet MHP medical necessity criteria. • Resolution of diagnostic dilemmas not resolved by consultation (e.g., multiple interacting syndromes, patient's symptoms interfere with the diagnostic conclusion or have a bearing on the primary care physician's treatment, MOLINA diagnostic clarification is needed to determine appropriateness for specialized mental health care.) • Stability level, if the result is needed to determine appropriateness for specialized mental health care. 	<p>assessments of Members by PCPs to:</p> <ul style="list-style-type: none"> • Rule out general medical conditions causing psychiatric symptoms, or • Rule out mental disorders caused by a general condition • The PCP will identify and treat or arrange treatment for those general medical conditions that are causing or exacerbating psychiatric symptoms.
REFERRALS	MHP will accept referrals from MOLINA PCPs Members self-referral or	Following PCP's Diagnostic Assessment, PCPs will refer those Members whose

	<p>through referral by another person or organization for determination of MHP medical necessity and to provide specialty mental health Diagnostic Assessment as specified above.</p> <p>When all medical necessity criteria are met, MHP will arrange for specialty mental health services by a MHP provider. In the case of self-referrals, the MHP providers will coordinate with the PCP as clinically appropriate. The Member's consent will be obtained to share this information.</p> <p>When MHP medical necessity criteria are not met, MHP will refer Member back to PCP with assessment results, diagnosis, need for service and recommendations for an appropriate provider to treat Member's symptoms (as signed release of information or other laws allow), or MHP will refer the Member to a community service.</p> <p>The Community Access, Referral, Evaluation, Support, (CARES) Team is responsible for processing referrals for MHP services.</p>	<p>psychiatric condition would not be responsive to physical health care to Community Access, Referral, Evaluation Support (CARES) Team to triage Member to determine if MHP medical necessity criteria are met.</p> <p>When the CARES Team informs MOLINA or the PCP that a Member does not meet MHP criteria and provides results of psychological assessment and provider recommendations, MOLINA will refer to the PCP for mental health services within the PCP's scope of practice or to a Medi-Cal Fee-For-Service (FFS) provider. The Community Access, Referral, Evaluation, Support (CARES) Team should contact MOLINA's Case Management line at (800) 526-8196 x128030 to speak to the plan's assigned case management liaison/Social Worker.</p> <p>Some specialty mental health services will continue to be covered and provided through the Medi-Cal FFS Program for a specified set of diagnosis specifically excluded from MHP covered diagnoses for adults and children.</p> <p>The Director of Utilization Management (or designee) is responsible for processing referrals for specialty mental health services.</p>
SERVICE AUTHORIZATIONS	MHP will authorize assessment and/or treatment	MOLINA and/or one of its delegated entities will

	services by mental health specialists who are credentialed by or certified and contracted with MHP, for services that meet MHP medical necessity criteria.	authorize coverage for medical assessment and/or treatment services by contracting providers for covered physical health care services.
MENTAL HEALTH PLAN NETWORK	MHP will provide a current list of MHP providers, including qualifications, to MOLINA at program start-up and quarterly thereafter, as additions or deletions occur.	
FEE-FOR-SERVICE MENTAL HEALTH		<p>For those diagnosis not covered by the MHP, PCPs will refer the Member to the appropriate Medi-Cal FFS Mental Health Provider or other available community resource. PCPs will contact MOLINA's Case Management line at (800) 526-8196 x128030 to speak to the plan's assigned case management liaison/Social Worker to coordinate appropriate care.</p> <p>MOLINA and PCPs may request consultation from MHP whenever MOLINA is unable to arrange for Medi-Cal FFS mental health providers for a Member.</p>
CONSULTATION AND TRAINING	<p>MHP will provide consultation and training to MOLINA's PCPs, on various topics, including but not limited to the following:</p> <ul style="list-style-type: none"> • recommend physical healthcare based treatment for diagnosed conditions, • complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnoses; atypical symptom patterns), 	<p>For those Members who meet MHP's medical necessity criteria and whose psychiatric symptoms will be treated by MHP providers, PCPs will provide consultation and training to MHP providers and/or MHP staff on various topics, including but not limited to the following:</p> <ul style="list-style-type: none"> • acquiring access to covered medical services. • treatment of physical symptoms precipitated by

	<ul style="list-style-type: none"> • treatment of stabilized but serious and debilitating mental disorders. • complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication), • treatment of complicated sub-syndrome psychiatric symptoms, • treatment of psychiatric symptoms precipitated by medications used to treat medical conditions, • treatment of covered conditions that are the responsibility of MOLINA. • psychotropic medications to meet the needs of a beneficiary whose mental illness is not being treated by the MHP. 	<p>medications used to treat mental disorders,</p> <ul style="list-style-type: none"> • treatment of complicated sub-syndrome medical symptoms, • complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice, • MOLINA Member's medical condition and on medications prescribed through MOLINA PCPs.
<p>PSYCHOTROPIC MEDICATIONS & RECOMMENDED DRUG LIST</p>	<p>MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for those Members who are in treatment with MHP providers.</p> <p>MHP will not bill MOLINA for medications that are excluded from MOLINA's contract with the DHCS.</p>	<p>PCPs will monitor the effects and side effects of psychotropic medications prescribed for those Members whose psychiatric conditions are under treatment by their PCP.</p> <p>MOLINA will cover and pay for all Medically Necessary Medi-Cal covered psychotropic drugs for Members not otherwise excluded from its contract with DHCS that are prescribed by MHP psychiatrists for the treatment of mental illness. Medications must be obtained from contracting MOLINA pharmacies. Reimbursement for those psychotropic drugs</p>

		<p>listed in the Medi-Cal Provider Manual, MCP: Two-Plan Model, Capitated/Non-Capitated Drugs section, shall be reimbursed through the Medi-Cal Fee-for-Service program, whether these drugs are provided by a pharmacy contracting with MOLINA or by an out-of-plan pharmacy provider.</p> <p>MOLINA updates of the plan's Medi-Cal Recommended Drug List (Drug Formulary) on a quarterly basis. Updates to the Drug Formulary are posted at www.molinahealthcare.com. Prior authorization of coverage is necessary for drugs not contained within MOLINA's Medi-Cal Drug Formulary in accordance with MOLINA policies and procedures. MOLINA will advise providers of necessary procedures to consider approval for necessary exceptions to MOLINA's Drug Formulary. MOLINA's drug prior authorization policies and procedures can be found in the plan's Provider Manuals which can be accessed at www.molinahealthcare.com.</p> <p>MOLINA shall cover psychotropic medications that are prescribed by non-contracted or out-of-plan psychiatrists if the medications are not excluded from the contract between MOLINA and the DHCS.</p>
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<p>LABORATORY TESTING</p>	<p>MHP's providers will utilize services of MOLINA's contracted laboratory providers as needed in connection with the administration and management of psychotropic medications.</p>	<p>MOLINA's current listing of contracted laboratories is available on the plan's provider online directory, which can be accessed at www.molinahealthcare.com.</p> <p>MOLINA and/or its delegated entities will pay for clinical laboratory tests required to administer and manage psychotropic medications prescribed by MHP providers for Members.</p>
<p>EMERGENCY ROOM SERVICES-IN AND OUT OF AREA</p>	<p>MHP is responsible for in and out of area facility charges resulting from the emergency services and care of a MOLINA Member whose condition meets MHP medical necessity criteria when such care and service <u>do result in the admission of the Member for psychiatric inpatient hospital services at the same facility</u>. The facility charge is not paid separately but is included in the per diem rate for the inpatient stay.</p> <p>MHP is responsible for in and out of area 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 admission of the Member for psychiatric inpatient hospital services at that facility or any other facility.</p> <p>MHP shall cover and pay for</p>	<p>MOLINA and/or its delegated entities shall cover and pay for the facility charges resulting from the emergency services and care of a MOLINA member whose condition meets MHP medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility.</p> <p>MOLINA and/or its delegated entities shall cover and pay for all professional services except the professional services of a mental health specialist, when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</p>

	<p>all in and out of area professional services provided by a mental health specialist in an emergency room to a MOLINA Member whose condition meets MHP medical necessity criteria or when mental health service specialist services are required to assess whether MHP medical necessity is met.</p> <p>Out of area emergency mental health services shall be provided by MHP in accordance with Title 9, CCR, Section 1830.220.</p>	
NURSING FACILITY SERVICES	<p>Psychiatric nursing facility services for Members with psychiatric needs who meet MHP medical necessity criteria and who require a special treatment program are billed to the State fiscal intermediary and are not the responsibility of MHP or MOLINA.</p>	<p>MOLINA will arrange and pay for covered skilled nursing facility services for Members who meet MOLINA's medical necessity criteria for the month of admission plus one month. MOLINA will arrange for disenrollment from managed care if the Member needs nursing services for a longer period of time.</p>
MEDICAL TRANSPORTATION	<p>MHP will arrange and pay for transportation of Members needing medical transport from one psychiatric inpatient facility to another psychiatric inpatient facility or another type of 24 hour psychiatric care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP (Title 9).</p>	<p>MOLINA will arrange and pay for medically necessary emergency and non-emergency medical transportation of Members, including emergency and non-emergency medical transportation services required by Members to access MHP covered mental health services.</p>
HOME HEALTH SERVICES	<p>MHP will notify MOLINA of Members who have been referred for home health</p>	<p>MOLINA will arrange and pay for covered medical services to Members from</p>

	services or who are receiving home health services through the Home and Community Based Services Waiver Program (HCBS).	home health agencies, as prescribed by a MOLINA contracting provider. PCPs will refer Members who may be at risk of institutional placement to the Home and Community Based Services Waiver Program (HCBS).
SERVICES FOR DEVELOPMENTALLY DISABLED	MHP will refer Members with developmental disabilities to the Regional Centers for those non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed. With written releases, MHP will inform MOLINA's PCPs of such referrals.	MOLINA will refer Members with developmental disabilities to the Regional Centers for those non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.
INPATIENT PSYCHIATRIC HISTORY AND PHYSICALS		MOLINA and/or its delegated entities will arrange for and pay professional fees to contracting providers for medical histories, physical examinations, and specialty medical consultations required for hospital admissions or hospital treatment for mental health services for MOLINA Members.
CONFIDENTIALITY GUIDELINES FOR EXCHANGE OF MEDICAL INFORMATION	MHP will arrange for appropriate management of a Member's care, including the exchange of copies or summaries of medical records, with the Member's other health care providers or providers of specialty mental health services. MHP will maintain the confidentiality of medical records in accordance with applicable State and federal laws and regulations. (Title 9).	
NOTIFICATIONS OF REFERRALS FROM OUT OF PLAN		

<p>PROVIDER/MEMBER EDUCATION</p>	<p>MHP has disseminated information to providers and Members regarding the consolidation of County mental health services prior to program start-up, and will continue to do so as needed thereafter.</p>	<p>MOLINA has disseminated information to contracting providers and Members regarding the consolidation of County mental health services, and will continue to do so as needed.</p>
<p>GRIEVANCES AND COMPLAINTS</p>	<p>MHP ensures that Members and providers are provided written materials regarding complaints, grievances, and Fair Hearing processes. MHP will ensure that beneficiaries receiving specialty mental health services and/or prescription drugs will continue to receive these services, while the dispute is being resolved. (Title 9).</p> <p>MHP has established a process for Members and providers to register complaints regarding any aspect of the specialty mental health care they receive or fail to receive from the MHP. MHP will provide MOLINA with the MHP complaint/ grievance telephone number for Members.</p>	<p>MOLINA will make available its member and provider appeal procedures. Appeal/ Grievance procedures for members and providers are available on MOLINA's website at www.molinahealthcare.com. MOLINA will cover medically necessary covered services while the dispute is being resolved.</p> <p>MOLINA will maintain a process for Members and providers to register complaints regarding any aspect of the health care they receive or fail to receive under the health plan. MOLINA's complaint grievance telephone number for Members is available on MOLINA's website at www.molinahealthcare.com. Privacy related complaints shall be referred to MOLINA'S Privacy Official.</p>
<p>CONFLICT RESOLUTION</p>	<p>Within two weeks of request, MHP Liaison will meet with MOLINA Liaison any time that MHP or MOLINA management identifies problems requiring resolution through the MOU. MHP liaison will make a good faith effort to agree to resolutions that are in the best interest of</p>	<p>Within two weeks of request, MOLINA Liaison will meet with MHP Liaison any time that MHP or MOLINA management identifies problems requiring resolution through the MOU. MOLINA liaison will make a good faith effort to agree to resolutions that are in the best interest of</p>

	MOLINA Members and are agreeable to all parties involved.	MOLINA Members and are agreeable to all parties involved.
DISPUTE RESOLUTION PROCESS CONCERNING MHP AND MOLINA (THIS DOES NOT PERTAIN TO MEMBER OR PROVIDER APPEALS OR GRIEVANCES)	<p>First Level Review:</p> <p>Within 45 calendar days of the disputed event, the MHP will appoint a representative to reach and implement resolution decisions. The representative from the MHP will work with the representative from MOLINA to resolve the dispute within 10 business days. If the representatives are unable to reach a joint decision, or if the proposed resolution is not acceptable to both MOLINA and the MHP, a second level review may be initiated by either MOLINA or the MHP.</p> <p>Second Level Review:</p> <p>Within 10 business days after the first level decision, the MHP will submit the disputed event to a second level reviewer, i.e., the Mental Health Director, or his designee. The second level reviewer from the MHP will meet with the second level reviewer from MOLINA to reach a joint resolution within 10 business days. If the second level reviewers cannot reach a joint decision, or if the decision is not acceptable to both MOLINA and the MHP, a third party review may be initiated by either MOLINA or the MHP.</p> <p>Third Party Review:</p>	<p>First Level Review:</p> <p>Within 45 calendar days of the disputed event, MOLINA will appoint a representative to reach and implement resolution decisions. The representative from MOLINA will work with the representative from the MHP to resolve the dispute within 10 business days. If the representatives are unable to reach a joint decision, or if the proposed resolution is not acceptable to both MOLINA and the MHP, a second level review may be initiated by either MOLINA or the MHP.</p> <p>Second Level Review:</p> <p>Within 10 business days after the first level decision, MOLINA will submit the disputed event to a second level reviewer, i.e., the director, or his/her designee. This second level reviewer from MOLINA will meet with the second level reviewer from the MHP to reach a joint resolution within 10 business days. If the second level reviewer cannot reach a joint decision, or if the decision is not acceptable to both MOLINA and the MHP, a third party review may be initiated by either MOLINA or the MHP.</p> <p>Third Party Review:</p>

	<p>If the local dispute resolution process is not able to resolve the dispute, the MHP may submit a request for resolution to the State Department of Mental Health within 30 calendar days of the completion of the dispute resolution process with MOLINA. The request for resolution shall contain the following:</p> <ol style="list-style-type: none"> 1. A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service. 2. The history of attempts to resolve the issue. 3. Justification for the desired remedy. 4. Documentation regarding the issue. <p>The State Department of Mental Health will follow the procedures and timelines identified in Title 9, Section 1850.505.</p>	<p>If the local dispute resolution process is not able to resolve the dispute, MOLINA can request dispute resolution by a State process jointly staffed by the California Department of Mental Health (DMH) and the California Department of Health Care Services (DHCS) or by a mutually agreed upon arbitrator. The third party will be agreed upon, in advance, by MOLINA and the MHP and paid for jointly. The third party review must be initiated within 10 business days of the second level decision. The third party will render a final decision within 90 calendar days of the request of the documentation from the other party, or from the twenty-first (21st) calendar after the request has been made for the documentation, whichever is earlier. Both MOLINA and the MHP agree to abide by the decision of the third party.</p>
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