

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

245



FROM: Department of Mental Health

SUBMITTAL DATE:
13/2014

SUBJECT: Approve the Revised Memorandum of Understanding between Molina Health Care of California Partner Plan, Inc. and the Department of Mental Health. (District: All) [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Revised Memorandum of Understanding (MOU) between Molina Health Care of California Partner Plan, Inc. (MOLINA) and the Department of Mental Health (DMH) for Medi-Cal and Medicare Dual Choice beneficiaries for FY 2014/2015;
2. Authorize the Chairman of the Board of Supervisors to sign the MOU; and
3. Authorize the Director of DMH to sign ministerial amendments and renewals for this MOU with MOLINA for Medi-Cal and Medicare Dual Choice and Dual eligible mental health services through December 31, 2017.

BACKGROUND: On July 16, 2013 (3-39), the Board of Supervisors approved the MOU between MOLINA and DMH to establish the protocols for clients who are in need of both physical health care and specialty mental health services.

(Continued on page 2)

JW:EE

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: APPROVE Budget Adjustment: NO
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:
BY: *Debra Courmoyer*
Debra Courmoyer
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 06/16/13, 3-39 District: All Agenda Number:

3-25

FOR APPROVAL BY COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: _____
NEAL R. KIPNIS
MOU Departmental Concurrence

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

FORM 11: Amend and Approve the Revised Memorandum of Understanding between Molina Health Care of California Partner Plan, Inc. and the Department of Mental Health. (District: All) [\$0]

DATE: August 5, 2014

PAGE: Page 2 of 2

BACKGROUND: (continued)

Pursuant to Senate Bill (SB) X1 1 (Hernandez, Chapter 4, Statutes of 2013), effective January 1, 2014, the State of California Department of Health Care Services (DHCS) expanded the array of Medi-Cal mental health services available to Medi-Cal beneficiaries with mild to moderate impairment of mental, emotional or behavioral functioning from any mental health condition. Medi-Cal Managed Care Health Plans (MCP) will provide these outpatient services. Medi-Cal specialty mental health services will continue to be provided by County Mental Health Plans (MHP). This revision addresses these changes.

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

Therefore, the DMH is requesting that the Board of Supervisors approve the revised MOU between MOLINA and DMH to provide mental health services to Medi-Cal and Medicare Dual Choice and Dual Eligible beneficiaries.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

The MOU between MOLINA and DMH has a zero dollar amount (\$0) as specified in the agreement. However, MOLINA will reimburse DMH at 100% of the Medi-Cal/Medicare allowable amount for all billable services and there are no County funds required.

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

Addendum II

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.

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.

1.04. For MOLINA Medi-Cal members, provide services and follow guidelines described in Addendum I.

1.05. For MOLINA Cal MediConnect Program members, provider services and follow guidelines described in Addendum II.

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.

2.06. For MOLINA Cal MediConnect members, provide services and follow guidelines described in Addendum II and any policies and procedures arising from Addendum II.

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, including inadequate funding, by giving thirty (30) 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 Counterparts 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.

**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.

By: _____
Jerry Wengerd
RCMHP Director

By: Richard Chambers
Richard Chambers
President

Date: _____

Date: 6/26/14

By: _____
Board of Supervisors

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS DATE

Date: _____

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 and mental 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.

		<p>Effective January 1, 2014, MOLINA will also provide the following outpatient mental health benefits to Members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current Diagnostic and Statistical Manual as set forth in MMCD All Plan Letter 13-021 including:</p> <ul style="list-style-type: none"> • Individual and group mental health evaluation and treatment (psychotherapy); • Psychological testing, when clinically indicated to evaluate a mental health condition; • Outpatient services for the purposes of monitoring drug therapy; • Psychiatric consultation; and • Outpatient laboratory, drugs, supplies, and supplements, excluding medications listed in Attachment 2 of MMCD All Plan Letter 13-021.
<p>DIAGNOSTIC ASSESSMENT & TRIAGE</p>	<p>MHP will arrange and pay for emergency mental health 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</p>	<p>MOLINA will complete the MOLINA Behavioral Health Risk Assessment of Members.</p>

	<p>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>REFERRALS</p>	<p>MHP will accept referrals from MOLINA, MOLINA PCPs, Members self-referral or 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</p>	<p>Upon completion of the MOLINA Behavioral Health Risk Assessment, MOLINA or MOLINA PCPs will refer those Members whose psychiatric condition meets criteria for specialty mental health to Community Access, Referral, Evaluation Support (CARES) Team to triage Member to determine if MHP medical necessity criteria are met.</p>

	<p>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 MOLINA 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>When the CARES Team informs MOLINA or the PCP that a Member does not meet MHP criteria and provides results of mental health screening and provider recommendations, MOLINA will refer to a MOLINA provider for mental health services. The Community Access, Referral, Evaluation, Support (CARES) Team should provide a referral to MOLINA's Case Management line at (800) 526-8196 x128030.</p> <p>MOLINA will accept referrals from MHP staff, providers, and members' self-referral for assessment, make a determination of medical necessity for outpatient services, and provide referrals within MOLINA's mental health provider network. See Attachment D, Referral Form for Behavioral/Mental Health Services for details. This screening assessment tool is subject to revision by MOLINA upon notification to MHP.</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 Behavioral Health (or designee) is responsible for processing</p>
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		referrals for specialty mental health services.
SERVICE AUTHORIZATIONS	MHP will authorize assessment and/or treatment services by mental health specialists who are credentialed by or certified and contracted with MHP, for services that meet MHP medical necessity criteria.	MOLINA and/or one of its delegated entities will authorize coverage for medical assessment and/or treatment services by contracting providers for covered physical health care or mental 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.	MOLINA will make available to MHP a list of its mental health providers.
CONSULTATION AND TRAINING	MHP will provide consultation and training when requested to MOLINA's PCPs, on various mental health topics. MHP will be available to participate in Interdisciplinary Care Team (ICT) meetings when requested by MOLINA.	For those Members who meet MHP's medical necessity criteria and whose psychiatric symptoms will be treated by MHP providers, MOLINA and MOLINA PCPs will provide consultation and training when requested to MHP providers and/or MHP staff on various topics. MOLINA will be available to participate in Interdisciplinary Care Team (ICT) meetings when requested by MHP.
COORDINATION OF CARE AND INFORMATION SHARING	MHP will be responsible for conducting a multidisciplinary clinical team oversight process for clinical operations to include: screening, assessment, referrals, care management, care coordination, and exchange of medical information. Coordination of care for inpatient mental health treatment is to be provided by MHP, including a notification process between MHP and	MOLINA will be responsible for participating in a multidisciplinary clinical team oversight process for clinical operations to include: screening, assessment, referrals, care management, care coordination, and exchange of medical information. Members transitioning from inpatient mental health treatment to outpatient treatment will remain in

	<p>MOLINA within 24 hours of admission and discharge to arrange for appropriate follow-up services. MHP will coordinate with MOLINA to update Member care plans.</p> <p>MHP will provide coordination of care for inpatient mental health treatment and will notify MOLINA within 24 hours of admission and discharge to arrange for appropriate follow-up services. MHP will have a process for updating the Member's care plan and coordinating with outpatient mental health providers. Members who are assessed for specialty mental health services and do not meet criteria will be transitioned appropriately to MOLINA.</p> <p>As part of quarterly JOMs, MHP will review referral, care coordination and information exchange protocols and processes and monitor Member engagement and utilization. MHP will also review referral and care coordination processes to improve quality of care.</p> <p>MHP will share reports summarizing quality findings during this review process to improve quality of care, as determined in collaboration with DHCS. These reports will address the systematic strengths and barriers to effective collaboration between MHP and MOLINA.</p>	<p>treatment within MHP unless coordination of care between MOLINA Care Management and MHP agree that the member no longer meets Specialty Mental Health Criteria and is appropriate for transition to the MOLINA outpatient provider network. MOLINA will have a process for updating the Member's care plan and coordinating with outpatient mental health providers. Members who are assessed for specialty mental health services and meet criteria will be transitioned appropriately to MHP.</p> <p>As part of quarterly JOMs, MOLINA will review referral, care coordination and information exchange protocols and processes and monitor Member engagement and utilization. MOLINA will also review referral and care coordination processes to improve quality of care.</p> <p>MOLINA will share reports summarizing quality findings during this review process to improve quality of care, as determined in collaboration with DHCS. These reports will address the systematic strengths and barriers to effective collaboration between MHP and MOLINA.</p> <p>Reports will track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS</p>
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	<p>Reports will track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS which includes the number of disputes between MOLINA 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 by members from MHP as well as quality strategies to address duplication of services.</p>	<p>which includes the number of disputes between MHP and MOLINA, 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 by Members from MOLINA as well as quality strategies to address duplication of services.</p>
<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 meet criteria for specialty mental health services.</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 listed in the Medi-Cal Provider Manual, MCP: Two-Plan Model, Capitated/Non-Capitated Drugs section, shall be reimbursed through the</p>

		<p>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>
LABORATORY TESTING	MHP's providers will utilize services of MOLINA's contracted laboratory providers as needed in connection with the	MOLINA's current listing of contracted laboratories is available on the plan's provider online directory, which can be accessed at

	<p>administration and management of psychotropic medications.</p>	<p>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</u> admission of the Member for psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately but is included in the per diem rate for the inpatient stay.</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 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</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>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>MHP will arrange and coordinate payment for psychiatric nursing facility services, i.e., Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for Members who meet medical necessity criteria and who require a special treatment program pursuant to Title 22, California Code of Regulations (CCR), Section 51335(k).</p>	<p>MOLINA will arrange and pay for covered skilled nursing facility services for Members who meet MOLINA's medical necessity criteria pursuant to the terms of its contract with DHCS.</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 services or who are receiving home health services through the Home and Community Based Services Waiver Program (HCBS).</p>	<p>MOLINA will arrange and pay for covered medical services to Members from 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</p>

		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. When appropriate and 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).	MOLINA 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. MOLINA will maintain the confidentiality of medical records in accordance with applicable State and federal laws and regulations. (Title 9).
PROVIDER/MEMBER EDUCATION	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	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>GRIEVANCES AND COMPLAINTS</p>	<p>thereafter.</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 MOLINA Members and are agreeable to all parties involved.</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 MOLINA Members and are agreeable to all parties involved.</p>
<p>DISPUTE RESOLUTION PROCESS CONCERNING MHP AND MOLINA (THIS DOES NOT PERTAIN TO</p>	<p>First Level Review:</p> <p>Within 45 calendar days of the disputed event, the MHP will</p>	<p>First Level Review:</p> <p>Within 45 calendar days of the disputed event, MOLINA will</p>

MEMBER OR PROVIDER APPEALS OR GRIEVANCES)	<p>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>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, 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>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</p>	<p>Third Party Review:</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</p>

	<p>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>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>
<p>FINANCIAL CONSIDERATIONS</p>	<p>MHP will not be reimbursed by MOLINA for specialty mental health services rendered to MOLINA members pursuant to the carve-out structure.</p> <p>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, an formal policies and procedures governing the respective services of each party.</p>	<p>Services and prescription medications that are the responsibility of MOLINA and/or one of its delegated entities (as specified in this Agreement) will be paid by MOLINA and/or one of its delegated entities, except for those medications carved-out by DHCS. Refer to the Medi-Cal Provider Manual, MCP: Two-Plan Model, Capitated/Non-capitated Drugs section for a list of carved-out medications.</p> <p>No contractual agreements or monetary obligations for</p>

		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.
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ADDENDUM II

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

This ADDENDUM to the MEMORANDUM OF UNDERSTANDING (MOU) is made by and between the County of Riverside, 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) and Drug Medi-Cal Substance Abuse Services Title 22, California Code of Regulations, Section 51303. The purpose of this ADDENDUM II to the MOU is to describe the responsibilities of MHP and of MOLINA in the delivery of specialty mental health and Drug services to Medi-Cal and Medicare beneficiaries served by both parties in the **Cal MediConnect program** to improve care coordination for dual eligible beneficiaries and drive high quality care that helps people stay healthy and in their homes for as long as possible.

1. TERMS

This addendum to memorandum shall commence on September 1, 2013 and shall continue through December 2017.

2. TASKS, RESPONSIBILITIES AND/OR OBLIGATIONS

A. Roles and Responsibilities

1. Covered Services are listed in the "Behavioral Health Benefits in the Duals Demonstration" matrix an attachment to this MOU addendum.
2. Determination of Medical Necessity
 - a. MOLINA and MHP will follow the medical necessity criteria for Medi-Cal specialty mental health 1915(b) waiver services described in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.
 - b. To determine medical necessity for Drug Medi-Cal Substance Abuse Services, MOLINA and MHP will follow Title 22, California Code of Regulations Section 51303. Services shall be prescribed by a physician, and are subject to utilization controls, as set forth in Title 22 Section 51159.

3. Assessment Process

The MOLINA and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening and assessment processes that comply with all federal and state requirements including the Care Coordination Standards and Behavioral Health Coordination Standards.

4. Referrals

- a. MOLINA and MHP shall develop and agree to written policies and procedures regarding referral processes, including the following:
 - i. The MHP will accept referrals from MOLINA staff, providers and members' self-referral for determination of medical necessity.
 - ii. MOLINA will accept referrals from the MHP when the service needed is one provided by MOLINA and not the MHP and the beneficiary does not meet the Medi-Cal specialty mental health and/or Drug Medi-Cal medical necessity criteria.

5. Authorization of Services

MOLINA will work with the MHP to determine if authorization of Medicare covered behavioral health services is required. Any Medicare treatment authorization decisions will be made as expeditiously and as timely as the beneficiary's condition requires.

6. Provider Credentialing

The MHP will provide verification of professional licensure, the National Provider Identifier (NPI), and other information as needed to confirm MHP and its contractors are Medicare eligible and certified providers eligible providers.

7. Payment Mechanism

The reimbursement mechanism between MHP and MOLINA shall be determined locally and agreed upon by both parties, as specified in this MOU Addendum II and subject to federal timeliness and other requirements. MOLINA shall reimburse the MHP for Medicare-covered mental health services rendered by the MHP.

The MHP will recover the federal Medi-Cal reimbursement for Medi-Cal specialty mental health services after receiving the MOLINA'S payment consistent with the provisions of the demonstration and the current Medi-Cal specialty mental health 1915(b) waiver and California' Medicaid State Plan.

MOLINA shall provide information necessary for coordination of benefits in order for the MHP to obtain appropriate reimbursement under the Medi-Cal program.

8. Rates

MOLINA shall provide MHP with payment for authorized medically necessary rendered services covered by Medicare at the most current published Medicare rates.

9. Dispute Resolution Process

MOLINA and MHP agree to follow the resolution of dispute process in accordance to Title 9, CCR, Section 1850.505, and the contract between MOLINA and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS).

10. Telephone Access

MOLINA is responsible for maintaining a telephone line to answer Member inquiries about services. The MHP is responsible for maintaining a 24-7 crisis line with a live person available to assess the need for urgent or emergency services.

B. Information Exchange

1. MHP and MOLINA will develop and agree to Information sharing policies and procedures that include milestones over the three years and agreed upon roles and responsibilities for sharing personal health information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3) and other pertinent state and federal laws and regulations, including the Health Insurance Portability and Accountability Act and 42 CFR part 2, governing the confidentiality of mental health, alcohol and drug treatment information. These policies and procedures shall be attached to the MOU by 12/31/13.
2. MOLINA will create a list of demonstration enrollees who are receiving Medi-Cal specialty mental health and/or Drug Medi-Cal services to track their care coordination and service delivery to the extent possible under state and federal privacy laws.

C. Care Coordination

MOLINA and MHP will develop and agree to policies and procedures for coordinating medical and behavioral health care for beneficiaries enrolled in MOLINA and receiving Medi-Cal specialty mental health or Drug Medi-Cal services through the MHP that may include the following. These policies and procedures shall be attached to the MOU by 12/31/13.

1. An identified point of contact from each PARTY who will initiate and maintain ongoing care coordination, including agreement on who has primary responsibility for care planning.
2. MHP will participate in Interdisciplinary Care Teams (ICTs) for members receiving MHP-administered services and identified as needing an ICT, in

accordance with a beneficiary's decisions about appropriate involvement of providers and caregivers on the ICT.

3. The MHP would request participation from MOLINA in developing behavioral health care plans.
4. MOLINA will have a process for reviewing and updating the care plan as clinically indicated, such as following a hospitalization, significant change in health or wellbeing, change in level of care or request for change of providers, and for coordinating with the MHP behavioral health providers, when necessary.
5. MOLINA will have regular meetings (at least quarterly) to review the care coordination process, such as the effectiveness of exchange of patient health information.
6. MOLINA will coordinate with the MHP to perform on an annual review, analysis and evaluation of the effectiveness of the care management program to identify actions to implement and improve the quality of care and delivery of services.

D. Shared Accountability

Shared Accountability between MOLINA and MHP aims to promote care coordination. Shared accountability builds on the performance-based withhold of 1%, 2%, and 3% in the capitation rates respectively for years one, two and three of the demonstration. By meeting specified quality measures, MOLINA can earn back the withheld capitation revenue by meeting specified quality objectives. Under this Shared Accountability strategy, one withhold measure each year will be tied to behavioral health coordination with the MHP.

1. MOLINA and MHP agree to the Shared Accountability Performance Metrics, as specified in the three-way contracts between CMS, DHCS and the MOLINA. These measures will be updated upon confirmation, but generally include:
 - a. Year 1 (6/1/13 - 12/31/14):
 - i. Execution of the MOU amendment prior to the launch of the demonstration;
 - ii. Evidence of revised written policies and procedures for assessments, referrals, coordinated care planning, and information exchange to reflect inclusion of behavioral health coordination in the demonstration. Information sharing policies and procedures should include milestones for increased sharing over the three years, and also include a process for identifying and tracking of demonstration enrollees who receive behavioral health services through the MHP.
 - iii. [Specified] percent of demonstration enrollees identified as receiving Medi-Cal specialty mental health and/or Drug Medi-Cal services who have

individual care plans that include evidence of collaboration with the primary behavioral health provider at the MHP, indicating that care is being coordinated between the PARTIES.

- b. Year 2 (1/1/15-12/31/16): [Specified] percent reduction from the baseline in emergency department (ED) visits for beneficiaries with serious mental illness or indication of need for substance use treatment. (Further development of exact specifications for the measure will be reflected in three-way contracts).
 - c. Year 3 (1/1/16-12/31/16): [Specified] percent reduction (greater than Year 2) from the baseline in ED visits for beneficiaries with serious mental illness or indication of need for substance use treatment.
2. MOLINA and MHP agree that if the specified shared accountability measure is met in each year, MOLINA will provide an incentive payment to the MHP under mutually agreeable terms. This payment will be structured in a way so it does not offset the MHP's Certified Public Expenditure (CPE).

E. Provider and Member Education

MOLINA and MHP will develop, in coordination with one another, education materials and programs for their members and providers about the availability of behavioral health services, including roles and responsibilities in the demonstration and care coordination policies and procedures. At a minimum, education will include initial and regularly scheduled provider trainings (at least annually), and a provider manual that includes information regarding access to services, the beneficiary problem resolution processes, authorization process, provider cultural and linguistic requirements, regulatory and contractual requirements, and other activities and services needed to assist beneficiaries in optimizing their health status, including assistance with self-management skills or techniques, health education and other modalities to improve health status.

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CONTRACTOR certifies that the individual signing below has the authority to execute this AMENDMENT on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this ADDENDUM, and any attachments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum II to the Memorandum of Understanding as set forth below.

RIVERSIDE COUNTY

**MOLINA HEALTHCARE OF CALIFORNIA,
PARTNER PLAN, INC.**

By: _____
Jerry A. Wengerd, Director
RCMHP

By: Richard Chambers
Richard Chambers, President

Date: _____

Date: 6/26/14

By: _____
Chairperson, Board of Supervisors

Date: _____

County Counsel:
Pamela J. Walls
Approved as to form

By: Leslie E. Murad, II

Printed: Leslie E. Murad, II

Title: Deputy County Counsel

Date: 7/6/14

Coverage Matrix 1: Mental Health Benefits

Inpatient Services			
	Type of Service	Benefit Coverage	Primary financial responsibility under the Demonstration
Psychiatric inpatient care in a general acute hospital	Facility Charge	Medicare <i>Subject to coverage limitations *</i>	Health Plan
	Psychiatric professional services		
	Medical, pharmacy, ancillary services		
Inpatient care in free-standing psychiatric hospitals (16 beds or fewer)	Facility Charge	Medicare <i>Subject to coverage limitations and depends on facility and license type *</i>	Health Plan
	Psychiatric professional services		
	Medical, pharmacy, ancillary services		
Psychiatric health facilities (PHFs) (16 beds or fewer)	Facility Charge <i>(Most are not Medicare certified)</i>	Medi-Cal	County
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services	Medicare	Health Plan
Emergency Department	Facility Charges	Medicare	Health Plan
	Psychiatric professional services		
	Medical, pharmacy, ancillary services		
Long-Term Care			
Skilled Nursing Facility	Facility Charges	Medicare/ Medi-Cal+	Health Plan
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services	Medicare	Health Plan
SNF-STP (fewer than 50% beds)	Facility Charges	Medicare/Medi-Cal+	Health Plan
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services	Medicare	Health Plan

* County Mental Health Plans (MHPs) are responsible for the balance of inpatient psychiatric care that is not covered by Medicare for those beneficiaries who meet the medical necessity criteria for specialty mental health services. This includes any deductibles and copayments, and any services beyond the 190-day lifetime limit in a freestanding psychiatric hospital. Additionally, the County MHP is responsible for local hospital administrative days. These are days, as determined by the county, that a patient's stay in the hospital is beyond the need for acute care and there is a lack of beds available at an appropriate lower level of care.

+ A facility must be Medicare certified and the beneficiary must meet medical necessity criteria for Medicare coverage. Medicare pays up to 100 days after placement following acute hospital stay. For long-term care placement, Medi-Cal fee-for-service pays for these costs today.

Coverage Matrix 1: Mental Health Benefits

Institutes for Mental Disease

Long-term care		Benefit Coverage	Primary financial responsibility under the Demonstration
SNF-IMD, locked community-based facility for long-term care (more than 50% of beds are for psychiatric care)[§]	Facility Charges ages 22-64 <i>Subject to IMD Exclusion*</i>	Not covered by Medicare or Medi-Cal+	County
	Facility Charge ages 65 and older	Medi-Cal	Health Plan
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services (some of these services may be included in the per diem reimbursements)	Medicare	Health Plan
Mental health rehabilitation centers (MHRCs) (IMD)	Facility Charges	Not covered by Medicare or Medi-Cal	County
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services (some of these services may be included in the per diem reimbursements)	Medicare	Health Plan
Psychiatric health facilities (PHFs) with more than 16 beds	Facility Charges ages 22-64 <i>Subject to IMD Exclusion*</i>	County	County
	Facility Charge ages 65 and older (<i>most are not Medicare certified</i>)	Medi-Cal*	County
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services (some of these services may be included in the per diem reimbursements)	Medicare	Health Plan
Free-standing psychiatric hospital with 16 or more beds	Facility Charges ages 22-64 <i>Subject to IMD Exclusion*</i>	Medicare*	Health plan
	Facility Charge ages 65 and older	Medicare	Health Plan
	Psychiatric professional services	Medicare	Health Plan
	Medical, pharmacy, ancillary services (some of these services may be included in the per diem reimbursements)	Medicare	Health Plan

* Medicare coverage for Institutions for Mental Diseases (IMDs) depends on the facility type, licensure and number of beds. IMDs include skilled nursing facilities (SNFs) with special treatment programs (STPs) with more than 50% of beds designated for primary psychiatric diagnosis, free standing acute psychiatric hospitals with more than 16 beds, psychiatric health facilities (PHFs) with more than 16 beds, mental health rehabilitation centers (MHRCs), and State hospitals. For those facilities that are Medicare reimbursable, once a beneficiary has exhausted his Medicare psychiatric hospital coverage then Medi-Cal is the secondary payer. The Medi-Cal coverage would be subject to the IMD exclusion. Federal law prohibits Medicaid Federal Financial Participation (FFP) payment for beneficiaries age 22 to 64 placed in IMDs. This is known as the "IMD exclusion" and is described in DMH Letters [02-06](#) and [10-02](#).

+ A facility must be Medicare certified and the beneficiary must meet medical necessity criteria for Medicare coverage. Medicare pays up to 100 days after placement following acute hospital stay. For long-term care placement, Medi-Cal fee-for-service pays for these costs today.

§ Patients placed in locked mental health treatment facilities must be conserved by the court under the grave disability provisions of the LPS Act

Coverage Matrix 1: Mental Health Benefits

Outpatient Mental Health Services			
Type of Service	Benefit Coverage	Primary Financial Responsibility	
		Patient meets criteria for MHP specialty mental health services[^]	Patient does NOT meet criteria for MHP specialty mental health services
Pharmacy	Medicare	Health Plan	Health Plan
Partial hospitalization / Intensive Outpatient Programs	Medicare	Health Plan	Health Plan
Outpatient services within the scope of primary care	Medicare	Health Plan	Health Plan
Psychiatric testing/ assessment	Medicare	Health Plan	Health Plan
Mental health services [§] (Individual and group therapy, assessment, collateral)	Medicare	Health plan	Health Plan
Mental health services [§] (Rehabilitation and care plan development)	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Medication support services [§] (Prescribing, administering, and dispensing; evaluation of the need for medication; and evaluation of clinical effectiveness of side effects)	Medicare	Health plan	Health Plan
Medication support services [§] (instruction in the use, risks and benefits of and alternatives for medication; and plan development)	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Day treatment intensive	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Day rehabilitation	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Crisis intervention	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Crisis stabilization	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Adult Residential treatment services	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Crisis residential treatment services	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria
Targeted Case Management	Medi-Cal	County	Not a covered benefit for beneficiaries not meeting medical necessity criteria

[^] 1915b waiver and State Plan Amendments for targeted case management and expanded services under the rehabilitation option

[§] Medicare and Medi-Cal coverage must be coordinated subject to federal and state reimbursement requirements. For further details on the services within these categories that are claimable to Medicare and Medi-Cal please see the following:

- [DMH INFORMATION NOTICE NO: 10-11](#) May 6, 2010;
- [DMH INFORMATION NOTICE NO: 10-23](#) Nov. 18, 2010;
- [DMH INFORMATION NOTICE NO: 11-06](#) April 29, 2011

Coverage Matrix 1: Mental Health Benefits

	Type of Service	Benefit Coverage	Demonstration Responsibility
Inpatient Acute and Acute Psychiatric Hospitals	Detoxification	Medicare	Health Plan
	Treatment of Drug Abuse ¹ (Medicare Benefit Policy Manual, Chapter 6 §20, and Chapter 16 §90)	Medicare	Health Plan
Outpatient	Alcohol Misuse Counseling: one alcohol misuse screening (SBIRT) per year. Up to four counseling sessions may be covered if positive screening results. <i>Must be delivered in a primary care setting.</i> ²	Medicare	Health Plan
	Group or individual counseling by a qualified clinician	Medicare	Health Plan
	Subacute detoxification in residential addiction program outpatient	Medicare	Health Plan
	Alcohol and/or drug services in intensive outpatient treatment center	Medicare	Health Plan
	Extended Release Naltrexone (vivitrol) treatment	Medicare	Health Plan
	Methadone maintenance therapy	Drug Medi-Cal	County Drug & Alcohol ³
	Day care rehabilitation	Drug Medi-Cal	County Drug & Alcohol
	Outpatient individual and group counseling (<i>coverage limitations</i>) ⁴	Drug Medi-Cal	County Drug & Alcohol
	Perinatal residential services	Drug Medi-Cal	County Drug & Alcohol

¹ Medicare inpatient detoxification and/or rehabilitation for drug substance abuse when it is medically necessary. Coverage is also available for treatment services provided in the hospital outpatient department to patients who, for example, have been discharged for the treatment of drug substance abuse or who require treatment but do not require the availability and intensity of services found only in the inpatient hospital setting. The coverage available for these services is subject to the same rules generally applicable to the coverage of outpatient hospital services. [Click here to learn more.](#)

² Medicare coverage explanation: [Click here to learn more.](#)

³ In San Diego and Orange Counties, county alcohol and drug do not provide these services. Providers have direct contracts with the State.

⁴ Title 22, Section 51341.1 limits DMC individual counseling to the intake, crisis intervention, collateral services and treatment and discharge planning.