

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



ITEM  
3.28  
(ID # 3290)

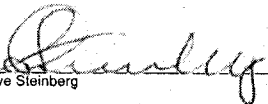
**MEETING DATE:**  
Tuesday, January 17, 2017

**FROM:** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH:  
Approve and Execute the Third Amendment to the Memorandum of Understanding between Inland Empire Health Plan and Riverside University Health System – Behavioral Health (District: All) [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Third Amendment to the Memorandum of Understanding (MOU) between Inland Empire Health Plan (IEHP) and Riverside University Health System – Behavioral Health (RUHS-BH) for Medi-Cal and Medicare Dual Choice Beneficiaries; and
2. Authorize the Director of RUSH-BH to sign ministerial amendments and renewals for this MOU through December 31, 2017.

  
Steve Steinberg 12/21/2016


<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$ 0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$ 0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	<b>16/17 – 19/20</b>

**C.E.O. RECOMMENDATION: APPROVE**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** January 17, 2017  
**xc:** RUHS-Behavioral Health

Kecia Harper-Ihem  
Clerk of the Board  
  
Deputy

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

**BACKGROUND:**

**Summary**

The California Code of Regulations (CCR), Title 9, Chapter 11, Section 1810.370, requires County Mental Health Plans (MHPs) to enter into MOU agreements with Medi-Cal Managed Care Health Plans (MCPs) 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 RUHS-BH.

On August 20, 2013 (3-55), the Board of Supervisors approved the First Amendment to the MOU between the IEHP and RUHS-BH to create an all-inclusive MOU that appropriately reflected both parties' agreement and understanding of the services to be rendered to both Medi-Cal and Medicare Dual Choice and Dual Eligible beneficiaries. On July 29, 2014 (3-33) the Board approved the Second Amendment to the MOU to incorporate the terms and conditions pursuant to Senate Bill (SB) X1 1 (Hernandez, Chapter 4, Statutes of 2013), which became 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. MCPs will provide these outpatient services. Medi-Cal specialty mental health services will continue to be provided by the MHPs.

The Third Amendment to the MOU establishes the protocols for clients receiving substance abuse services pursuant to the 1115 Medi-Cal Waiver for the Drug Medi-Cal Organized Delivery System (DMC-ODS). DMC-ODS provides a continuum of care modeled after the American Society of Addiction Medicine Criteria for substance use disorder treatment services. It enables local control and accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidenced based practices in substance abuse treatment, and coordinates with other systems of care. This approach provides the beneficiary with access to the care and system interaction needed in order to achieve sustainable recovery. The DMC-ODS will demonstrate how organized substance use disorder care increases the success of DMC beneficiaries while decreasing other system health care costs.

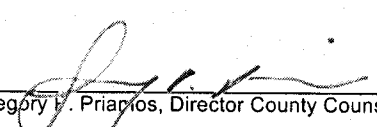
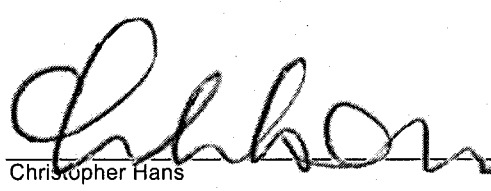
**Impact on Citizens and Businesses**

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 IEHP and RUHS-BH is a zero dollar (\$0) agreement; however, IEHP will reimburse RUHS-BH at 100% of the Medi-Cal/Medicare allowable amount for all billable services. There are no additional County funds required.

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

  
Gregory E. Priapios, Director County Counsel 12/30/2016  Christopher Hans 1/10/2017

THIRD AMENDMENT  
 TO THE MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 INLAND EMPIRE HEALTH PLAN  
 AND  
 RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH  
**(MENTAL HEALTH SERVICES FOR MEDI-CAL, IEHP DUALCHOICE  
 CAL MEDICONNECT PLAN (MEDICARE – MEDICAID PLAN)  
 MEMBERS, AND SUBSTANCE ABUSE TREATMENT UNDER THE  
 DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM WAIVER)**

WHEREAS, the Inland Empire Health Plan, a public entity of the State of California, hereinafter referred to as IEHP, and Riverside University Health System-Behavioral Health, formerly known as County of Riverside – Department of Mental Health, hereinafter referred to as RCMHP, agree to amend the Memorandum of Understanding (“Agreement”) between them dated June 30, 2012, to be effective as of December 12, 2016:

NOW THEREFORE, the parties agree as follows:

- A. The TABLE OF CONTENTS is hereby deleted in its entirety and replaced by the new TABLE OF CONTENTS, attached hereto.
- B. ATTACHMENT A- “ACTIVITIES DESCRIPTION GRID” is hereby renamed to “ATTACHMENT A-I-ACTIVITIES DESCRIPTION GRID”, attached hereto.
- C. ATTACHMENT A-II - ACTIVITIES DESCRIPTION GRID FOR SUBSTANCE USE TREATMENT UNDER DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM 1115 WAIVER is hereby added as ATTACHEMENT A-II - ACTIVITIES DESCRIPTION GRID FOR SUBSTANCE ABUSE TREATMENT UNDER DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM WAIVER, attached hereto.

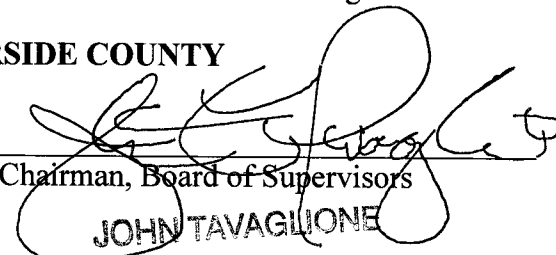
All other terms and conditions of said Agreement are to remain in full force and effect.

**CERTIFICATION OF AUTHORITY TO EXECUTE THIS AMENDMENT**


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

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

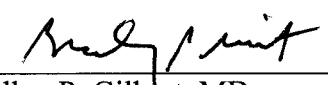
**RIVERSIDE COUNTY**

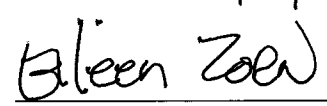
By:   
Chairman, Board of Supervisors  
**JOHN TAVAGLIONE**  
Date: JAN 17 2017

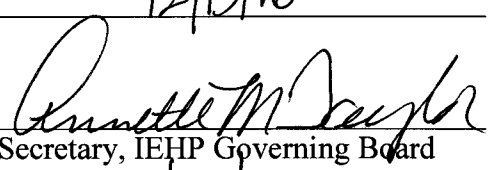
By: \_\_\_\_\_  
Steve Steinberg,  
Behavioral Health Director RCMHP  
Date: \_\_\_\_\_

ATTEST:  
KECIA HARRER-IEHM, Clerk  
By:   
DEPUTY

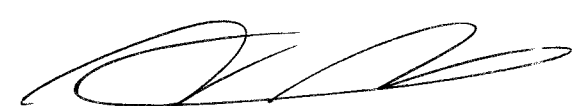
**INLAND EMPIRE HEALTH PLAN**

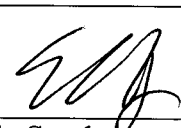
By:   
Bradley P. Gilbert, MD  
Chief Executive Officer  
Date: 12/1/16

By:   
Chair, IEHP Governing Board  
Date: 12/13/16

Attest:   
Secretary, IEHP Governing Board  
Date: 12/13/16

Approved as to Form and Consent:

By:   
Steve Sohn  
Managing Counsel for the Inland Empire Health Plan  
Date: 12-13-16

By:   
Eric Stopher  
Deputy County Counsel  
Date: 12/23/16

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**ATTACHMENTS AND EXHIBITS**

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<b>Attachment B</b>	<b>Referral Algorithm</b>
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<b>Attachment D</b>	<b>Referral Form for Behavioral/Mental Health Services</b>
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<b>Exhibit II</b>	<b>Behavioral Health Coordination of Care Web Forms</b>
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	RCMHP	IEHP
<p>1. Care Manager Liaison</p>	<p>RCMHP will provide workspace, equipment and technical assistance to support IEHP care manager liaison in the execution of his/her responsibilities.</p> <p>RCMHP will assign a management level staff member to serve as the primary onsite supervisor responsible for:</p> <ol style="list-style-type: none"> <li>Evaluating and approving candidates presented by IEHP to serve as the onsite liaison at RCMHP.</li> <li>Overseeing and providing support for the day-to-day activities of the IEHP care manager liaison;</li> <li>Collaborating with IEHP designated supervisor relative to evaluation of the care manager liaison's performance;</li> <li>Providing orientation training to IEHP care manager liaison as it relates to RCMHP; and</li> <li>Representing RCMHP's interest in the interpretation of RCMHP and IEHP policies, procedures and referral processes as they apply to IEHP Members who may also meet RCMHP eligibility criteria.</li> </ol>	<p>IEHP will present liaison candidates to RCMHP for approval. In collaboration with RCMHP, IEHP will assign a care manager liaison for onsite location at RCMHP to:</p> <ol style="list-style-type: none"> <li>Serve to represent IEHP's interest in the interpretation of RCMHP and IEHP policies, procedures and referral processes as they apply to IEHP Members who may also meet RCMHP's eligibility criteria;</li> <li>Provide coordination of care for IEHP Members eligible for RCMHP and other related community resources;</li> <li>Serve as a resource person and trainer to Members, RCMHP and IEHP staff, other community agencies and health care providers;</li> <li>Arrange case conferences in response to service and benefit questions arising out of either agency;</li> <li>Assist with the collection analysis of data and preparing case management reports;</li> <li>Assist with tracking continuity of care for identified IEHP/RCMHP Members; and</li> <li>Participate in both RCMHP and IEHP staff meetings, and in external meetings with other health service providers as assigned.</li> </ol> <p>IEHP will assign its Medical Director of Behavioral Health to serve as IEHP's primary supervisor for all performance of the care manager liaison.</p>
<p>2. IEHP Secure Website for Coordination of Care</p>	<p>Through the IEHP Secure Website, RCMHP shall have secure access to Electronic Health Histories and may use Coordination of Care Web Forms (Exhibit II) to coordinate care and share pertinent prescription, lab and clinical data with other authorized providers with client consent as it applies to all CCI Members. An electronic interface will be established to exchange data.</p>	<p>IEHP will maintain a secure website as a means for Providers to coordinate care. IEHP will provide RCMHP clinic sites, clinicians and administrative support staff with secure access and training on accessing Electronic Health Histories through the IEHP Secure Website, and offer the use of Coordination of Care Web Forms (Exhibit II) to share pertinent prescription, lab and clinical data with other authorized providers.</p>
<p>3. Services Provided</p>	<p>The scope of services provided by RCMHP under the terms of this agreement shall equal the services identified as Mental Health (MHP) responsibilities in MMCD Policy Letter No. 00-01 REV (Attached as Exhibit I).</p>	<p>IEHP will provide Medi-Cal beneficiaries outpatient mental health services within the scope of primary care, as provided by IEHP's contract with the State Department of Health Care Services (DHCS) and further defined in MMCD Policy Letter No. 00-01 REV (Attached as Exhibit I).</p>



	RCMHP	IEHP
	<p>RCMHP will authorize outpatient and inpatient specialty mental health services to Medi-Cal beneficiaries enrolled in IEHP pursuant to this agreement and to State and Federal regulations. Services will be provided with or without referral by IEHP.</p> <p>RCMHP 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, meeting the criteria outlined in State regulations (California Code of Regulations, Title 9, Chapter II, Article 2, Section 1820.205, 1830.205, 1830.210), as applicable.</p> <p>A Member may receive specialty mental health services for an included diagnosis when an excluded diagnosis is also present, as defined by State law and regulations.</p> <p>EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to, the attainment of the specialty mental health treatment goals.</p>	<p>Access to physical health care services and outpatient primary care mental health services will be made available 24-hours a day, 7-days a week.</p> <p>IEHP and RCMHP recognize that a Primary Care Physician's (PCP) ability to treat mental disorders may vary according to each provider's training and scope of practice.</p> <p>When possible, within the scope of primary care, and in the interest of providing comprehensive health care services, IEHP physicians will address the following conditions as they arise in the course of treatment of physical illness:</p> <ol style="list-style-type: none"> <li>1. Psychological factors affecting a physical condition/illness;</li> <li>2. Psychological symptoms precipitated by physical conditions/illnesses; and</li> <li>3. Psychological conditions precipitated by non-physical conditions.</li> </ol> <p>As appropriate, IEHP and the provider will work with RCMHP to assure Members receive appropriate referrals for excluded diagnoses.</p> <p>As part of ongoing training operations with RCMHP, IEHP will provide RCMHP with annual updates to IEHP's policies and procedures. This would include operational and/or benefit changes/information as part of the quarterly JOMs.</p>
<p>4. Diagnostic Evaluation and Triage</p>	<p>RCMHP will provide evaluation, triage and when authorized, specialty mental health services to IEHP Members whose psychological conditions would not be responsive to mental health or physical health care by the PCP.</p> <p>RCMHP's Access Unit (CARES) will evaluate a Member's symptoms, level of impairment and focus of intervention to determine if a Member meets medical necessity criteria for specialty mental health services.</p> <p>When medical necessity criteria are met, RCMHP authorizes services and provides Member with a choice of providers.</p>	<p>IEHP and/or one of its delegated entities will arrange and pay for appropriate medical assessments of Members to identify co-morbid physical and mental health conditions.</p> <p>The PCP or appropriate medical specialist will identify and treat those general medical conditions that are causing or exacerbating psychological symptoms or refer the Member for specialty physical health care for such treatment.</p>

	RCMHP	IEHP
<p>5. Referrals (Referral algorithm attached as Attachment B)</p>	<p>When medical necessity criteria are not met, CARES staff will refer Member back to IEHP case management, and/or refer to community service as appropriate.</p> <p>Individual mental health providers may arrange for records transfer by direct communication with the referring physician or may request records through IEHP case management.</p> <p>RCMHP will accept Medi-Cal referrals from IEHP staff, providers and IEHP Members (self-referral) for determination of medical necessity and provide appropriate mental health specialty evaluation services.</p> <p>When all medical necessity criteria are met, RCMHP Access Unit (CARES) will arrange for the provisions of specialty mental health services by a RCMHP provider. With Member consent, RCMHP will exchange relevant information with IEHP, via a secure website, when requests for mental health services are received for the Member through self-referral or through any other outside agency (including schools, court of law, correctional facilities, etc.) For coordination of care purposes, IEHP will share this information with the Member's PCP. With a Member's written consent or as otherwise permitted by State and Federal law, the identification of a patient/IEHP Member as well as clinical and other pertinent information will be shared between RCMHP and IEHP providers to ensure coordination of care. RCMHP may utilize the Coordination of Care Web Forms (Exhibit II) for this purpose as it applies to all CCI Members. An electronic interface will be established to exchange data.</p> <p>When RCMHP medical necessity criteria are not met, RCMHP will refer Members back to IEHP or will refer the Member to a community service. When requested by the Member, provider, IEHP or PCP, evaluation results, diagnosis, need for services, and recommendations to treat the Member's symptoms will be forwarded to the PCP (as signed release of information or other laws allow).</p>	<p>IEHP will provide RCMHP clinic sites, clinicians and administrative support staff with secure access and training on the IEHP Secure Website, and provide the use of Coordination of Care Web Forms (Exhibit II) to share pertinent clinical data with other authorized providers.</p>

	RCMHP	IEHP
	<p>When a mental health provider determines a Member's mental illness would be responsive to physical health care he/she may make a direct referral by contacting the primary care physician identified on the Member's health Plan card. He/she may use the IEHP Mental Health Coordination of Care Web Forms (Exhibit II) to arrange for a referral through IEHP case management.</p>	
<p>6. Service Authorizations</p>	<p>RCMHP will authorize evaluation and/or treatment services by mental health specialists, who are employed by, credentialed by and/or contracted with RCMHP, for services that meet medical necessity criteria. This will be done through the RCMHP Access Unit (CARES).</p> <p>RCMHP will not authorize services for which IEHP is responsible.</p> <p>IEHP case management staff will be available to assist network IPAs and RCMHP in coordinating care, including service authorizations.</p>	<p>IEHP and/or one of its delegated entities will authorize medical assessment and/or treatment services by providers who are credentialed by IEHP and contracted with an IEHP IPA.</p> <p>IEHP and/or one of its delegated IPAs will authorize all inpatient and outpatient medical assessment, consultation, and/or treatment services required for IEHP Members, and coordinate with RCMHP for those Members receiving care from RCMHP.</p> <p>IEHP will not authorize services for which RCMHP is responsible.</p> <p>IEHP case management staff will be available to assist network IPAs and RCMHP in coordinating care and obtaining appropriate service authorizations.</p>
<p>7. EPSDT Supplemental Services</p>	<p>RCMHP will utilize medical necessity criteria established for EPSDT supplemental services to determine if a child (under the age of 21) is eligible for EPSDT supplemental services. If these criteria are met, RCMHP is responsible for arranging EPSDT supplemental services provided by specialty mental health professionals.</p> <p>RCMHP is responsible for paying for EPSDT supplemental services which are part of the Member's specialty mental health treatment.</p> <p>For a description of EPSDT Supplemental Services, see Exhibit III, "MMCD Letter No. 96-074" and Exhibit IV, "Title 22, CCR Sections 51184, 51242, 51304, 51340, 51340.1, and 51532."</p>	<p>When RCMHP determines that EPSDT supplemental services criteria are not met, IEHP may refer the child to the PCP for treatment of conditions within the PCP's scope of practice.</p> <p>IEHP case management assists RCMHP and Members by providing links to known community providers of supplemental services (e.g., support groups).</p>
<p>8. Psychotropic Medications and Formulary</p>	<p>RCMHP will submit a credentialing application for specialty mental health physicians who will be prescribing medications to IEHP Members.</p>	<p>Prior authorization for prescribed formulary medication is provided as part of the online adjudication process used by IEHP pharmacies. Prior authorization exceptions will be reconciled by the individual</p>

	RCMHP	IEHP
	<p>RCMHP may utilize the Coordination of Care Web Forms (Exhibit II) to notify IEHP of the medications prescribed for Members as it applies to all CCI Members. RCMHP will also have access to the prescription history, labs and other clinical information available through the IEHP Secure Website. An electronic interface will be established to exchange data.</p> <p>RCMHP providers will prescribe, as medically appropriate, psychotropic medications for IEHP Members under treatment, and monitor the effects and side effects of such medications.</p> <p>IEHP Members may use any Medi-Cal pharmacy to access carved-out psychotropic medications. IEHP network pharmacies get an automatic online message to bill Medi-Cal Fee-For-Service (FFS) when claims are entered for these medications.</p> <p>IEHP Members are instructed to use contracted pharmacies to access all prescribed medications.</p> <p>(The list of carved-out psychotropic medications is attached as Exhibit I, Enclosure 2.)</p>	<p>pharmacy working with the IEHP pharmacy department and the RCMHP provider.</p> <p>When an IEHP provider is managing a Member's mental health condition, said providers will monitor the effects and side effects of psychotropic medications.</p> <p>Notice of actions, denials or deferrals shall be forwarded to the Supervisor of the RCMHP Access Unit.</p> <p>IEHP provides Members with a Provider Directory, which lists contracted pharmacies. This Directory is updated bi-annually. Members are also encouraged to call the IEHP Member Services Department for the most recent changes to IEHP's contracted pharmacy network.</p> <p>IEHP will pay for psychotropic medications prescribed by RCMHP and IEHP providers and not included in the carved-out Psychotropic Formulary.</p> <p>IEHP providers will prescribe medically necessary medications for the treatment of physical conditions and mental health conditions treated through primary care and IEHP will pay for these medications.</p> <p>IEHP will provide RCMHP prescription history through the IEHP Secure Website, and offer the use of Coordination of Care Web Forms (Exhibit II) for coordination of prescription medications with the Member's PCP.</p>
<p>9. Laboratory Services, Radiological and Radioisotope Services</p>	<p>RCMHP providers may use an RCMHP contracted laboratory or may contract individually with a licensed laboratory.</p> <p>IEHP will provide access to laboratory services in accordance with mutually accepted protocols and medical necessity standards. Protocols will reflect IEHP's responsibility for payment of laboratory services that are necessary for the diagnosis and treatment of the IEHP Member's mental health/substance abuse conditions, and for laboratory services</p>	<p>IEHP will pay for medically necessary laboratory, radiological, and radioisotope services required for the diagnosis, treatment, or evaluation of a Member's mental health/substance abuse condition, in accordance with Title 22, CCR, Section 51311.</p> <p>Laboratory services covered by IEHP include services needed to diagnose and treat mental health/substance abuse conditions; and to monitor the health of Members for side effects resulting from medications prescribed to treat a mental health diagnosis.</p>

	RCMHP	IEHP
	<p>that are needed to monitor the health of Members for side effects resulting from medications prescribed to treat a mental health diagnosis.</p> <p>RCMHP providers will be informed of the process for submitting claims. This information will be disseminated to RCMHP providers primarily through provision of a Provider Manual and through provider meetings conducted by RCMHP staff. Secondly, targeted outreach will be extended to interested providers in the form of written communication and/or office visits to present a review of the authorization and claims process.</p> <p>RCMHP is not responsible for the costs of medically necessary radiologic and/or radioisotope services, treatment, or evaluation of a Member's mental health condition.</p>	<p>The IEHP case management/mental health specialist will work directly with RCMHP providers, the PCP and RCMHP Central Access Unit to coordinate these services.</p> <p>IEHP will provide RCMHP clinic sites, clinicians and administrative support staff with secure access and training on accessing lab results through the IEHP Secure Website, and offer the use of Coordination of Care Web Forms (Exhibit II) for coordination of lab findings with the Member's PCP.</p>
<p>10. Emergency Room Services – In and Out of Area</p>		<p>IEHP and/or its delegate shall cover and pay for in and out of area facility charges resulting from the emergency services and care of a Plan Member whose condition meets MHP medical necessity criteria when such services and care <u>do not result in the admission</u> of the Member for psychiatric inpatient hospital services or when such services result in an admission of the Member for psychiatric inpatient hospital services at a different facility.</p> <p>IEHP and/or its delegate shall cover and pay for all in and out of area professional services including 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>Payment responsibility for charges resulting from the emergency services and care of a Plan Member with an excluded diagnosis or for a Plan Member whose condition does not meet MHP medical necessity criteria will be assigned as follows:</p> <p>IEHP and/or its delegate shall cover and pay for in and out of area facility charges and the medical professional services required for the emergency services and care of a Plan Member with an excluded diagnosis or a Plan Member whose condition does not meet MHP medical necessity criteria and such services and care do not result in</p>

	RCMHP	IEHP
		<p>the admission of the Member for psychiatric inpatient hospital services.</p>
<p>* Note</p>	<p>Payment for the professional services of mental health specialist required for the emergency service and care of a Plan Member with an excluded diagnosis is the responsibility of the Medi-Cal FFS system.</p>	<p>Payment for the professional services of a mental health specialist required for the emergency service and care of a Plan Member with an excluded diagnosis is the responsibility of the Medi-Cal FFS system.</p>
<p>11. Psychiatric Nursing Facility Services</p>	<p>RCMHP will authorize and provide all medically necessary specialty mental health services for IEHP Members required in psychiatric Nursing Facility settings.</p>	<p>IEHP will be responsible for all medically necessary non-specialty professional and medical services not included under the IMD daily rate in psychiatric Nursing Facility setting. IEHP responsibility for long term care is limited to the month of admission plus the following month, provided disenrollment to Medi-Cal FFS is approved by DHCS (see Exhibit I, page 16, MMCD Policy Letter No. 00-01 REV).</p>
<p>12. Medical Transportation  (Note: Medical Transportation Services are defined in Title 22, CCR, Section 51151.)</p>	<p>RCMHP is responsible for the transportation costs when RCMHP is responsible for the costs of hospitalization and when the MHP's purpose for the medical transportation service is to transport a Plan Member receiving psychiatric inpatient hospital services from a hospital to another hospital.</p>	<p>IEHP will be responsible for the emergency and non-emergency ambulance, litter van, and wheelchair van medical transportation services described in Title 22, CCR, Division 3, Subdivision 1, Chapter 3, Section 51323, which are necessary to provide IEHP Members with access to Medi-Cal covered services including mental health services.</p> <p>IEHP will be responsible for emergency medical transportation services to the nearest facility capable of meeting the needs of the patient.</p> <p>IEHP will be responsible for medically necessary transfers between inpatient hospital services and psychiatric inpatient hospital services to address Plan Member mental health condition.</p> <p>IEHP will not be responsible for medical transportation services when the transportation is required to transfer a Member from one psychiatric inpatient hospital to another psychiatric inpatient hospital, or to another type of 24-hour care facility, when such transfers are not medically indicated (i.e., undertaken with the purpose of reducing RCMHP's cost of providing service).</p>
<p>13. Home Health Agency Services</p>	<p>If RCMHP determines an IEHP Member requires medically necessary specialty mental health services as part of home</p>	<p>A homebound Plan Member is one who is essentially confined to home due to illness or injury, and if ambulatory or otherwise mobile,</p>

	RCMHP	IEHP
	<p>health care, RCMHP will arrange for these services.</p>	<p>is unable to be absent from his home except on an infrequent basis or for period for relatively short durations (Title 22, CCR, Section 51146).</p> <p>IEHP or its delegate will cover and pay for home health agency services as described in Title 22, CCR, Section 51337 prescribed by an IEHP Plan provider when medically necessary to meet the needs of homebound Plan Members. IEHP is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program or when specialty mental health services as provided under Section 1810.247 are prescribed by a psychiatrist and provided at the home of the beneficiary.</p> <p>Home health agency services prescribed by IEHP providers to treat the mental health conditions of IEHP Members are the responsibility of IEHP.</p>
<p>14. Services for Developmentally Disabled Members</p>	<p>RCMHP will refer Members with developmental disabilities to Regional Centers for services such as respite care, out-of-home placement, supportive living services, etc. if such services are needed. When appropriate, RCMHP will inform IEHP, its delegated entity, and the PCP of such referrals. RCMHP will provide the medically necessary specialty mental health services for developmentally disabled members who have a coexisting qualifying BH condition.</p>	<p>IEHP PCPs will refer Members with developmental disabilities including intellectual disabilities, autism, and mental diagnosis due to medical conditions when specialty mental health criteria is not met, to Regional Centers for non-medical services such as respite care, out-of-home placement, supportive living services, etc. if such services are needed.</p>
<p>15. Covered Physical Health Care Services and Specialty Mental Health Services (Inpatient)</p>	<p>RCMHP is responsible for hospital-based ancillary services as outlined in Attachment C.</p> <p>Note: Physical health care for the purpose of this section is defined in MMCD Policy Letter No. 00-01 REV, page 7 &amp; 8, attached as Exhibit I.</p>	<p>IEHP will provide all medically necessary professional services to meet the physical health care needs of IEHP Members admitted to a general acute care hospital psychiatric ward or to a freestanding licensed psychiatric inpatient hospital. The initial health history and physical assessment will be performed and dictated within 24 hours of admission to the psychiatric unit.</p> <p>Plan responsibilities are further described in MMCD Policy Letter No. 00-01 REV, pages 7, 8 23, and 24 (Exhibit I).</p>
<p>16. Financial Considerations</p>	<p>RCMHP will be reimbursed by IEHP for authorized mental health services.</p>	<p>Services and prescription medications that are the responsibility of IEHP (as specified in this Agreement) will be paid by IEHP, except for those medications carved-out by DHCS. See Exhibit I, Enclosure 2 for a list of carved-out medications.</p>

	RCMHP	IEHP
17. Specialty Mental Health Service Providers	<p>RCMHP will directly employ or contract with credentialed specialty mental health professionals who have sufficient capacity and willingness to serve IEHP Members who meet medical necessity criteria and are referred by the RCMHP Access Unit.</p> <p>Specialty Mental Health Service Providers are further defined in MMCD Policy Letter No. 00-01 REV, page 18, attached as Exhibit I.</p>	<p>IEHP will inform IEHP Members of their mental health benefits and the manner in which services are accessed.</p> <p>See MMCD Policy No. 00-01, Rev. page 17, 18 and 19, attached as Exhibit I.</p>
18. Confidentiality of Medical Records Information	<p>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).</p> <p>RCMHP may make available to IEHP non-identifying patient information and quarterly or annual aggregate reports for purposes of review, evaluation and accountability.</p>	<p>IEHP will maintain confidentiality of medical records in accordance with all applicable federal and state laws and regulation and contract requirements.</p> <p>IEHP providers will obtain written authorization from patients and/or the patient's conservator, where a conservator of the person has been appointed, to be referred to RCMHP, for release of relevant records and related case discussions regarding medical conditions and any current medications prescribed by IEHP providers.</p> <p>IEHP may make available to RCMHP non-identifying patient information and quarterly or annual aggregate reports for purposes of review, evaluation and accountability.</p> <p>IEHP and RCMHP will cooperate to develop specific protocols dealing with the sharing of information regarding substance abuse and HIV status.</p>
19. Clinical Consultation and Training	<p>The RCMHP will include consultation on medications to IEHP Members whose mental illness is being treated by RCMHP when requested by IEHP.</p> <p>Clinical consultation between the RCMHP and IEHP will include consultation on a beneficiary's physical health condition.</p>	<p>IEHP will provide clinical consultation and training to the RCMHP or other providers on physical health care conditions and on medications prescribed through IEHP providers, when requested by RCMHP.</p> <p>IEHP will provide clinical consultation to the RCMHP or other providers of mental health services on a Member's physical health condition. Such consultation will include consultation by IEHP to the RCMHP on medications prescribed by IEHP for a Plan Member whose mental illness is being treated by the RCMHP.</p>



	RCMHP	IEHP
<p>20. Provider Training</p>	<p>RCMHP conducts annual provider meetings. During these meetings multiple topics are covered, including coordination of care issues for Medi-Cal Managed Care patients.</p> <p>RCMHP regularly supplements the annual meetings with targeted written communication to providers as needed.</p> <p>RCMHP will assist IEHP in training IEHP providers about mental health specialty services provided through RCMHP and the coordination of care.</p> <p>RCMHP will assist in mental health training for IEHP PCPs as requested.</p>	<p>IEHP will train their providers on mental health specialty services provided through RCMHP and on coordinating care with RCMHP. Coordination of Care is covered during the annual "IEHP University" provider training.</p> <p>Annual training is supplemented by quarterly provider newsletters and quarterly continuing education classes (CEU) which selectively include mental health topics.</p> <p>IEHP will assist RCMHP in training RCMHP providers and coordinating care with IEHP as requested.</p>
<p>21. Quality Assurance/ Quality Improvement (Including Grievances and Complaints)</p>	<p>Conforming to the standards of Federal, State, and County guidelines on Quality Assurance, RCMHP will operate a Quality Assurance/Quality Improvement program, which includes the interface with IEHP and the coordination of care with their providers. Member and provider complaint and grievance process will be part of the Quality Assurance/Quality Improvement program. Access to services will be included as part of the Quality Assurance/Quality Improvement Program.</p> <p>RCMHP will involve IEHP in relevant aspects of its Quality Assurance/Quality Improvement program.</p> <p>Grievances involving carved-out mental health services will be processed internally by RCMHP. RCMHP will involve IEHP in relevant aspects of its Quality Assurance/Quality Improvement program, including grievance and complaint resolution, whenever there appear to be overlapping issues. RCMHP will have a system of sharing information with IEHP on the dispensation of Fair Hearing cases.</p> <p>For a description of RCMHP Grievance Policy see Exhibit V, "RCMHP's Grievance Policy."</p>	<p>IEHP will operate a Quality Assurance/Quality Improvement program, which includes the interface with RCMHP and the coordination of care with its providers. Member and provider grievance and complaint processes will be part of the Quality Assurance/Quality Improvement program. As part of this process, upon receiving RCMHP's report on the resolution of grievances, IEHP will report the resolution to the State. IEHP will have a system of sharing information with RCMHP on the dispensation of Fair Hearing cases. For a brief description of the grievance process, see Exhibit VI, "IEHP's Grievance Resolution Process."</p> <p>IEHP will involve RCMHP in relevant aspects of its Quality Assurance/Quality Improvement program.</p>

	RCMHP	IEHP
<p>22. Organizational Dispute Resolution</p>	<p>RCMHP will coordinate with IEHP on dispute resolutions and agrees to participate in a dispute resolution process in accordance to Title 9, CCR, Section 1850.505 to include:</p> <p><b><u>First Level Review</u></b></p> <ol style="list-style-type: none"> <li>1. The process will be initiated within 45 calendar days from the disputed event.</li> <li>2. RCMHP will appoint a representative to attempt to reach and implement resolution decisions.</li> <li>3. The representative of RCMHP will arrive at a proposed resolution jointly with the IEHP representative within 10 business days of initiation</li> <li>4. If the representatives of RCMHP and IEHP are unable to reach a joint decision or if the proposed resolution is not acceptable to both Plans, a second level review may be initiated by either Plan.</li> </ol> <p><b><u>Second Level Review</u></b></p> <ol style="list-style-type: none"> <li>5. The second level review must be initiated within 10 business days of the first level decision.</li> <li>6. RCMHP will use its Director or Director’s designee as a second level reviewer.</li> <li>7. The second level reviewer will attempt to reach a joint resolution with IEHP within 10 business days of initiation.</li> <li>8. If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both Plans, a third party review may be initiated by either Plan.</li> </ol> <p><b><u>Third Party Review</u></b></p> <p>If the local dispute resolution process is not able to resolve the dispute, either Plan may request dispute resolution by forwarding to the Department of Health Care Services.</p> <p>RCMHP agrees to provide specialty mental health services to the beneficiary during the dispute resolution process in accordance with current regulations.</p>	<p>IEHP will coordinate with RCMHP on dispute resolutions and agrees to participate in a dispute resolution process in accordance to Title 9, CCR, Section 1850.505 to include:</p> <p><b><u>First Level Review</u></b></p> <ol style="list-style-type: none"> <li>1. The process will be initiated within 45 calendar days from the disputed event.</li> <li>2. IEHP will appoint a representative to attempt to reach and implement resolution decisions.</li> <li>3. The representative of IEHP will arrive at a proposed resolution jointly with the RCMHP representative within 10 business days of initiation.</li> </ol> <p>If the representatives of IEHP and RCMHP are unable to reach a joint decision or if the decision is not acceptable to both Plans, a second level review may be initiated by either Plan.</p> <p><b><u>Second Level Review</u></b></p> <p>The second level review must be initiated within 10 business days of the first level decision.</p> <p>IEHP will use its CEO or CEO’s designee as a second level reviewer.</p> <p>The second level reviewer will attempt to reach a joint resolution with RCMHP within 10 business days of initiation.</p> <p>If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both Plans, a third party review may be initiated by either Plan.</p> <p><b><u>Third Party Review</u></b></p> <p>If the local dispute resolution process is not able to resolve the dispute, either Plan may request dispute resolution by forwarding to the Department of Health Care Services.</p> <p>IEHP agrees to provide medically necessary services to the beneficiary during the dispute resolution process in accordance with current regulations.</p>

	RCMHP	IEHP
<p>23. Coordination of the Expanded Medi-Cal Mental Health Services</p>	<p>RCMHP 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.</p> <p>Coordination of care for inpatient mental health treatment is to be provided by RCMHP, including a notification process between RCMHP and IEHP within 24 hours of admission and discharge to arrange for appropriate follow-up services. RCMHP will coordinate with IEHP to update Member care plans.</p> <p>RCMHP will provide coordination of care for inpatient mental health treatment and will notify IEHP within 24 hours of admission and discharge to arrange for appropriate follow-up services. RCMHP 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 IEHP.</p> <p>As part of quarterly JOMs, RCMHP will review referral, care coordination and information exchange protocols and processes and monitor Member engagement and utilization. RCMHP will also review referral and care coordination processes to improve quality of care.</p> <p>RCMHP 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 RCMHP and IEHP.</p> <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 IEHP and RCMHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and the</p>	<p>IEHP 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.</p> <p>IEHP will accept referrals from RCMHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within IEHP'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 IEHP upon notification to RCMHP.</p> <p>Members transitioning from inpatient mental health treatment to outpatient treatment will remain in treatment within RCMHP unless coordination of care between IEHP Care Management and RCMHP agree that the member no longer meets Specialty Mental Health Criteria and is appropriate for transition to the IEHP outpatient provider network. IEHP 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 RCMHP.</p> <p>As part of quarterly JOMs, IEHP will review referral, care coordination and information exchange protocols and processes and monitor Member engagement and utilization. IEHP will also review referral and care coordination processes to improve quality of care.</p> <p>IEHP 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 RCMHP and IEHP.</p> <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 RCMHP and IEHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and the</p>

	RCMHP	IEHP
	<p>dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members from RCMHP as well as quality strategies to address duplication of services.</p>	<p>dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by Members from IEHP as well as quality strategies to address duplication of services.</p> <p>Effective January 1, 2014, IEHP 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"> <li>• Individual and group mental health evaluation and treatment (psychotherapy);</li> <li>• Psychological testing, when clinically indicated to evaluate a mental health condition;</li> <li>• Outpatient services for the purposes of monitoring drug therapy;</li> <li>• Psychiatric consultation; and</li> </ul> <p>Outpatient laboratory, drugs, supplies, and supplements, excluding medications listed in Attachment 2 of MMCD All Plan Letter 13-021.</p>

**ACTIVITIES DESCRIPTION GRID FOR SUBSTANCE ABUSE TREATMENT UNDER DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM WAIVER**

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	RCMHP	IEHP
1. Services Provided	<p>The Scope of Services provided by RCMHP under the terms of this agreement shall equal the services identified as the California Bridge to Health Reform Drug Medi-Cal Organized Delivery Systems (DMC-ODS) Waiver Standard Terms and Conditions (STCs), which outlines a continuum of care for substance use disorder treatment services.</p> <p>RCMHP will authorize services to Medi-Cal beneficiaries meeting medical necessity criteria and enrolled in IEHP pursuant to this agreement and to State and Federal regulations. Services will be provided with or without referral by IEHP and its plan partners.</p>	<p>IEHP will provide access and linkage to physical health care services to shared consumers.</p> <p>As appropriate, IEHP and the provider will work with RCMHP to assure Members receive appropriate referrals for substance use disorders.</p>

	RCMHP	IEHP
	<p>RCMHP will be responsible to provide substance use disorder services meeting criteria outlined in State Regulations CCR Title 22, Division 3, Subdivision 1, Chapter 3, Article 4, Section 51341.1; and CCR Title 9, Division 4, as applicable.</p> <p>A Member may receive substance use disorder services when medical necessity and diagnosis has been established as defined by regulations.</p> <p>RCMHP will work with IEHP and the Member's PCP to obtain appropriate substance use disorder services.</p>	
<p>2. Referrals</p>	<p>RCMHP will accept Medi-Cal referrals from IEHP staff, providers, and IEHP Members (self-referral) seeking substance use disorder services for IEHP Members.</p> <p>Once a client assessment has been completed by RCMHP, and the appropriate ASAM Criteria level of care has been determined, appropriate referrals will be initiated to service providers through either a RCMHP clinic or a Contract Agency, such as:</p> <ol style="list-style-type: none"> <li>1. Prevention Services (Level 0.5)</li> <li>2. Withdrawal Management (Levels 1, 2, and 3.2-WM)</li> <li>3. Residential Treatment</li> <li>4. Intensive Outpatient Services</li> <li>5. Outpatient Drug Free</li> <li>6. Perinatal Treatment</li> <li>7. Recovery Center</li> <li>8. Transitional Housing</li> </ol>	<p>Upon completion of a screening, IEHP will refer a member who requires further substance use disorder assessment to RCMHP using the IEHP web-portal.</p> <p>IEHP has put in place an incentive mechanism for Primary Care Providers to complete comprehensive substance abuse, physical, and mental health screening, including ASAM Level 0.5 SBIRT services.</p> <p>IEHP will be responsible for providing a medical and psychiatric screening and clearance, prior to referral to RCMHP. Once IEHP identifies a need for substance use disorder services, the referral to RCMHP shall be fast-tracked.</p> <p>IEHP will cooperate with RCMHP to place consumers in the appropriate level of treatment, including but not limited to residential treatment levels 3.7 and 4.0 and assist RCMHP with placement, as needed.</p> <p>IEHP liaisons shall serve as the primary contact with</p>

	RCMHP	IEHP
	<p>A Certified Alcohol and Drug Counselor, or Licensed Clinician, will assess Members, and place Members into the appropriate treatment modality</p> <p>When medical necessity criteria are met, RCMHP will authorize services and provide Member with a choice of providers.</p> <p>When medical necessity criteria are not met, SU CARES staff will refer Member to prevention services. Should the Member decline RCMHP's referral to prevention services, the Member shall be referred back to IEHP BH case management.</p> <p>With Member's written consent, RCMHP will notify IEHP and the Member's PCP, when a request for substance use disorder services are received for the Member through self-referral, or through any other outside agency (including schools, court of law, correctional facilities, etc.). With a Member's written consent, or as otherwise permitted by State and Federal law, the identification of a patient/IEHP Member, as well as clinical and other pertinent information, will be shared between RCMHP and IEHP providers to ensure coordination of care.</p>	<p>RCMHP care coordination representatives for purposes of referrals and case management. Outreach to consumers will be initiated by RCMHP.</p>
<p>3. Case Management</p>	<p>RCMHP will provide substance abuse treatment case management for IEHP Members admitted to RCMHP clinics or Provider facilities.</p> <p>RCMHP will provide primary practitioners and case management personnel to meet with IEHP liaisons and case managers to review cases onsite, as well as discuss and share treatment plans and progress.</p>	<p>IEHP will provide web portal access to RCMHP case managers to coordinate care at the point of delivery. IEHP will provide medical case management for Members as necessary.</p> <p>IEHP will provide case management liaisons and case managers to review cases onsite, as well as discuss and share treatment plans and progress.</p>

	RCMHP	IEHP
	<p>RCMHP will provide case management and direct linkage between levels of care and connection to Primary care. RCMHP shall take the lead of substance abuse treatment case management.</p> <p>RCMHP will provide case management services as follows:</p> <ol style="list-style-type: none"> <li>a. Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;</li> <li>b. Transition to a higher or lower level of SUD care;</li> <li>c. Development and periodic revision of a client plan that includes service activities;</li> <li>d. Communication, coordination, referral and related activities;</li> <li>e. Monitoring the beneficiary's progress;</li> <li>f. Patient advocacy, linkages to physical and mental health care, and transportation to primary care services.</li> </ol> <p>Treatment need and medications needed by the Member shall be identified by IEHP PCP. In the event of a delay or barrier to treatment by RCMHP or a contracted provider, RCMHP shall contact IEHP directly for the necessary information.</p>	<p>IEHP Liaisons will assist RCMHP to:</p> <ol style="list-style-type: none"> <li>a. Provide coordination of care for IEHP Members eligible for RCMHP and other related community resources;</li> <li>b. Arrange case conferences in response to service and benefit questions arising out of either agency;</li> <li>c. Assist with the collection analysis of data and preparing case management reports;</li> <li>d. Assist with tracking continuity of care for identified IEHP/RCMHP Members; and</li> <li>e. Participate in both RCMHP and IEHP staff meetings, and in external meetings with other health service providers as assigned.</li> <li>f. As a component of case management, IEHP can provide total cost of care to assist RCMHP to demonstrate effectiveness of SUD program.</li> </ol> <p>Treatment need and medications needed by the Member shall be identified by IEHP PCP.</p>



	RCMHP	IEHP
4. Clinical Consultation and Consultation on Medicine	<p>The RCMHP will include consultation on medications to IEHP Members whose mental illness is being treated by RCMHP when requested by IEHP.</p> <p>Clinical consultation between the RCMHP and IEHP will include consultation on a beneficiary's physical health condition. This meeting will take place on a monthly basis at a centralized location, to be determined by RCMHP.</p>	<p>IEHP will provide clinical consultation to RCMHP or other providers on physical health care conditions and on medications prescribed through IEHP providers, when requested by RCMHP.</p> <p>IEHP will provide clinical consultation to the RCMHP or other providers of mental health services on a Member's physical health condition. Such consultation will include consultation by IEHP to the RCMHP on medications prescribed by IEHP for a Plan Member whose mental illness is being treated by the RCMHP.</p>
5. Biopsychosocial Assessment	<p>RCMHP will provide a risk severity rating as well as an immediate need profile which will assist in pre-determining the appropriate ASAM Criteria level of care that beneficiary requires.</p> <p>RCMHP will initiate a referral to the appropriate level of care and assist the Member in enrolling in the facility.</p> <p>RCMHP or contracted provider will provide a complete biopsychosocial assessment and ASAM Assessment at intake with diagnosis and medical necessity statement with an MD or LPHA. When an IEHP member is identified as having a possible co-occurring disorder, a referral will be initiated with IEHP or RCMHP for behavioral health services.</p>	<p>IEHP and/or delegated entities will arrange and pay for appropriate medical assessments for Members to identify co-morbid physical and behavioral health (mental and SUD) conditions.</p> <p>The PCP or appropriate medical specialist will identify and treat those general medical conditions that are causing or exacerbating psychological and/or substance use disorder symptoms or refer the Member for specialty physical health for sub treatment. Complex Care management services will be made available for cases that are referred to specialty physical care and will coordinate with RCMHP.</p>

	RCMHP	IEHP
<p>6. Confidentiality</p>	<p>RCMHP will maintain confidentiality of medical records and other protected health information (PHI) in accordance with all applicable Federal and State laws and regulations and contract requirements, including but not limited to; 42 Code of Federal Regulations (CFR), Chapter 1, Subchapter A, Part 2.</p> <p>RCMHP will adhere to current policies and procedures ensuring the confidentiality of the medical records.</p> <p>RCMHP providers will obtain an appropriate signed consent to release information for each stakeholder, including IEHP, involved with the Member's recovery, signed by the Member.</p> <p>RCMHP may make available to IEHP non-identifying Member information and quarterly reports for purposes of review, evaluation and accountability.</p> <p>After the consent to release information is signed, RCMHP will share Member information such as: diagnosis, care goals, treatment plan, treating facility name and license number (if applicable), treating provider title or license, utilization data, prescribed medications, summary progress report, treatment status, as requested by IEHP, for the purposes of coordination of care.</p> <p>RCMHP will cooperate with IEHP to develop specific protocols dealing with the sharing of information regarding substance use disorders.</p>	<p>IEHP will maintain confidentiality of medical records and other protected health information (PHI) in accordance with all applicable Federal and State laws and regulations and contract requirements, including, but not limited to; 42 CFR, Chapter 1, Subchapter A, Part 2.</p> <p>IEHP will adhere to current policies and procedures ensuring the confidentiality of the medical records.</p> <p>IEHP providers will obtain an appropriate signed consent to release information for each stakeholder, including RCMHP, involved with the Member's recovery, signed by the Member.</p> <p>IEHP may make available to RCMHP non-identifying Member information and quarterly reports for purposes of review, evaluation and accountability.</p> <p>After the consent to released information is signed, IEHP will share Member information via the provider web portal, ad hoc reporting through IEHP Liaisons, or provide access to IEHP Nurse and Behavioral Health Care Managers and Liaisons, as needed.</p> <p>IEHP will cooperate with RCMHP to develop specific protocols dealing with the sharing of information regarding substance use disorders.</p>

	<b>RCMHP</b>	<b>IEHP</b>
7. Care Coordination/ Interdisciplinary Care Team	<p>RCMHP will participate in Interdisciplinary Care Teams (ICTs) for Members receiving county administered services and identified as needing an ICT, in accordance with a member's decision about appropriate involvement of providers and caregivers on the ICT.</p> <p>RCMHP will work with IEHP to perform, on an annual basis, a 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.</p>	<p>IEHP will participate in Interdisciplinary Care Teams (ICTs) for members receiving county-administered services and identified as need an ICT, in accordance with a Member's decision about appropriate involvement of providers and caregivers on the ICT.</p> <p>IEHP 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 RCMHP providers, when necessary.</p> <p>IEHP will coordinate with RCMHP to perform and 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.</p>
8. Dispute Resolution	<p>RCMHP will coordinate with IEHP on dispute resolutions and agrees to participate in a dispute resolution process in accordance to Title 9, CCR, Section 1850.505 to include:</p> <p><b><u>First Level Review</u></b></p> <ul style="list-style-type: none"> <li>• The process will be initiated within 45 calendar days from the disputed event.</li> <li>• RCMHP will appoint a representative to attempt to reach and implement resolution decisions.</li> <li>• The representative of RCMHP will arrive at a proposed resolution jointly with the IEHP representative within 10 business days of initiation</li> <li>• If the representatives of RCMHP and IEHP</li> </ul>	<p>IEHP will coordinate with RCMHP on dispute resolutions and agrees to participate in a dispute resolution process in accordance to Title 9, CCR, Section 1850.505 to include:</p> <p><b><u>First Level Review</u></b></p> <ul style="list-style-type: none"> <li>• The process will be initiated within 45 calendar days from the disputed event.</li> <li>• IEHP will appoint a representative to attempt to reach and implement resolution decisions.</li> <li>• The representative of IEHP will arrive at a proposed resolution jointly with the RCMHP representative within 10 business days of initiation.</li> <li>• If the representatives of IEHP and RCMHP are unable to reach a joint decision or if the decision is not acceptable to both Plans, a second level review</li> </ul>

	RCMHP	IEHP
	<p>are unable to reach a joint decision or if the proposed resolution is not acceptable to both Plans, a second level review may be initiated by either Plan.</p> <p><b><u>Second Level Review</u></b></p> <ul style="list-style-type: none"> <li>• The second level review must be initiated within 10 business days of the first level decision.</li> <li>• RCMHP will use its Director or Director’s designee as a second level reviewer.</li> <li>• The second level reviewer will attempt to reach a joint resolution with IEHP within 10 business days of initiation.</li> <li>• If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both Plans, a third party review may be initiated by either Plan.</li> </ul> <p><b><u>Third Party Review</u></b></p> <p>If the local dispute resolution process is not able to resolve the dispute, either Plan may request dispute resolution by forwarding to the Department of Health Care Services.</p>	<p>may be initiated by either Plan.</p> <p><b><u>Second Level Review</u></b></p> <ul style="list-style-type: none"> <li>• The second level review must be initiated within 10 business days of the first level decision.</li> <li>• IEHP will use its CEO or CEO’s designee as a second level reviewer.</li> <li>• The second level reviewer will attempt to reach a joint resolution with RCMHP within 10 business days of initiation.</li> <li>• If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both Plans, a third party review may be initiated by either Plan.</li> </ul> <p><b><u>Third Party Review</u></b></p> <p>If the local dispute resolution process is not able to resolve the dispute, either Plan may request dispute resolution by forwarding to the Department of Health Care Services.</p> <p>IEHP agrees to provide medically necessary services to the beneficiary during the dispute resolution process in accordance with current regulations.</p>