

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



ITEM  
3.29  
(ID # 3291)

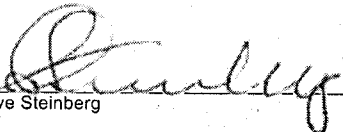
**MEETING DATE:**  
Tuesday, January 17, 2017

**FROM:** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH:  
Approve and Execute Amendment #1 to the Memorandum of Understanding between Molina Health Care of California Partner Plan, Inc. and the Riverside University Health System – Behavioral Health (District: All) [\$0]

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

1. Approve and execute Amendment #1 to the Memorandum of Understanding (MOU) between Molina Health Care of California Partner Plan, Inc. (MOLINA) and the Riverside University Health System – Behavioral Health (RUHS-BH) for Medi-Cal and Medicare Dual Choice Beneficiaries; and
2. Authorize the Director RUHS-BH to sign ministerial amendments and renewals for this MOU through December 31, 2017.

  
Steve Steinberg 12/21/2016

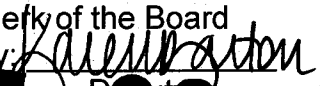
<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> NO	
			<b>For Fiscal Year:</b> 16-17 – 19/20	

**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  
By:   
Deputy  
**3.29**

**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 July 16, 2013 (3-39), the Board of Supervisors approved the MOU between MOLINA and RUHS-BH to establish the protocols for clients who are in need of both physical health care and specialty mental health services. On August 5, 2014 (3-25), the Board approved the revised MOU to incorporate the term 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.

Amendment #1 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.

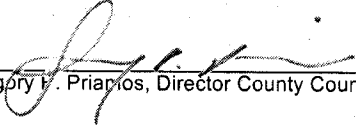
**Impact on Citizens and Businesses**

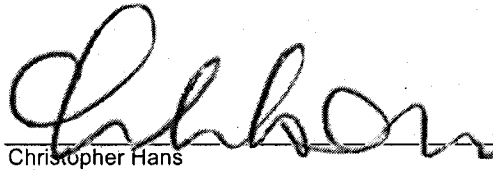
These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**Additional Fiscal Information**

The MOU between MOLINA and RUHS-BH is a zero dollar (\$0) agreement; however, MOLINA 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 V. Priapos, Director County Counsel 12/30/2016

  
Christopher Hans 1/10/2017

**ITEM**  
3.29  
(ID # 3291)

3291 1/17/17

**ADDENDUM III**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH  
AND  
MOLINA HEALTHCARE OF CALIFORNIA PARTNER PLAN, INC.**

This ADDENDUM to the MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Riverside County through its Riverside University Health System-Behavioral Health, formerly known as the Department of Mental Health, hereinafter referred to as RCMHP and Molina Healthcare of California Partner Plan, Inc., hereinafter referred to as MOLINA in order to implement certain provisions of California Bridge to Health reform Drug Medi-Cal Organized Delivery System Waiver.

The purpose of this ADDENDUM III to the MOU is to describe the responsibilities of RCMHP and of MOLINA in the delivery of specialty mental health and drug services to Medi-Cal and Medicare 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 "Member" are limited to MOLINA's Riverside County Medi-Cal Members.

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

	<b>RCMHP</b>	<b>MOLINA</b>
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 (SUD) treatment services.</p> <p>RCMHP will authorize services to Medi-Cal beneficiaries meeting medical necessity criteria and enrolled in MOLINA pursuant to this agreement and to State and Federal regulations. Services will be provided with or without referral by MOLINA and its plan partners.</p> <p>RCMHP will be responsible to provide SUD services meeting criteria outlines</p>	<p>MOLINA will provide access and linkage to physical health care services to shared consumers.</p> <p>As appropriate, MOLINA and the provider will work with RCMHP to assure Members receive appropriate referrals for substance use disorders.</p>

	<b>RCMHP</b>	<b>MOLINA</b>
	<p>in State Regulations (CCR Title 22, Division 3, Subdivision 1, Chapter 3, Article 4, and Section 51341.1), and CCR Title 9, Division 4, as applicable.</p> <p>A Member may receive SUD services when medical necessity and diagnosis has been established as defined by regulations.</p> <p>RCMHP will work with MOLINA and the Member's Primary Care Provider (PCP) to obtain appropriate SUD services.</p>	
<p>2. Referrals</p>	<p>RCMHP will accept Medi-Cal referrals from MOLINA staff, providers and Members (self-referral) seeking SUD services for Members.</p> <p>Once a Member assessment has been completed by RCMHP, and the appropriate American Society of Addiction Medicine (ASAM) Criteria level of care has been determined, appropriate referrals will be initiated to service providers through either a RCMHP clinic or a RCMHP 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> <li>9. Medication Assisted Treatment</li> </ol> <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, SU CARES staff will refer Member to prevention services. Should the Member decline RCMHP's referral</p>	<p>Upon completion of a screening, MOLINA will refer a Member who requires further SUD assessment to RCMHP using the RCMHP referral E-Mail: <a href="mailto:sareferral@rcmhdsd.org">sareferral@rcmhdsd.org</a>. E-Mail referrals shall include the covered diagnosis and care coordination plan.</p> <p>MOLINA will ensure that comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 (Screening, Brief Intervention and Referral to Treatment) SBIRT services are provided.</p> <p>MOLINA will be responsible for providing a medical and psychiatric screening and clearance, prior to referral to RCMHP. Once MOLINA identifies a need for SUD services, the referral to RCMHP shall be fast-tracked.</p> <p>MOLINA will cooperate with RCMHP to refer consumers to 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>MOLINA liaisons shall serve as the primary contact with RCMHP care coordination representative for purposes of referrals and case management. Outreach to consumers will be initiated by RCMHP.</p>

Memorandum of Understanding Between  
 Riverside University Health System-Behavioral Health and  
 Molina Healthcare of California Partner Plan Inc.  
 ADDENDUM III

	<b>RCMHP</b>	<b>MOLINA</b>
	<p>to prevention services, the Member shall be referred back to MOLINA case management.</p> <p>With Member's written consent or as otherwise permitted by State and Federal law, RCMHP will notify MOLINA and the Member's PCP or appropriate medical specialist, when a request for SUD 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 Member as well as clinical and other pertinent information will be shared between RCMHP and MOLINA providers to ensure coordination of care.</p> <p>A certified Substance Use Counselor, or Licensed Clinician, as part of the SU CARES unit will assess Members, and place Members into the appropriate treatment modality. When medical necessity criteria are met, RCMHP authorizes services and provides Member with a choice of RCMHP providers.</p> <p>When medical necessity criteria are not met, SU CARES staff will refer Member back to MOLINA case management, and/or refer to community service as appropriate.</p>	
3. Case Management	<p>RCMHP will provide substance use treatment case management for Members admitted to RCMHP clinics or a RCMHP Provider.</p> <p>RCMHP will provide primary practitioners and case management personnel to meet with MOLINA liaisons and case managers to review</p>	<p>MOLINA will provide medical case management for Members as necessary.</p> <p>MOLINA will provide case management liaisons and case managers to review cases telephonically or onsite, as well as discuss and share treatment plans and progress.</p> <p>MOLINA liaisons will work with</p>

RCMHP	MOLINA
<p>cases onsite, as well as discuss and share treatment plans and progress.</p> <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 use 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 treatment plan that includes services activities;</li> <li>d. Communication, coordination, referral and related activities;</li> <li>e. Monitoring the Member's progress;</li> <li>f. Patient advocacy, linkages to physical and mental health care, and transportation to primary care services.</li> </ol> <p>. In the event of a delay or barrier in treatment by RCMHP or a RCMHP contract provider, RCMHP shall contact MOLINA directly for the necessary information.</p> <p>Members with co-occurring diagnosis will be treated by RCMHP Substance Use program for treatment related to substance use, and by Mental Health as outlined in Molina's MOU with RCMHP for mental health services.</p>	<p>RCMHP to:</p> <ol style="list-style-type: none"> <li>a. Provide coordination of care for 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 Members; and</li> <li>e. Participate in both RCMHP and MOLINA staff meetings, and in external meetings with other health service providers as assigned.</li> </ol> <p>Treatment need and medications needed by the Member shall be identified by MOLINA PCP.</p> <p>Members with co-occurring diagnosis will be treated by RCMHP Substance Use Program for treatment related to substance use, and by Mental Health as outlined in MOLINA's MOU with RCMHP for mental health services.</p>

	<b>RCMHP</b>	<b>MOLINA</b>
4. Clinical Consultation and Consultation on Medicine	<p>The RCMHP will include consultation on medications to Members whose mental illness is being treated by RCMHP when requested by MOLINA.</p> <p>Clinical consultation between the RCMHP and MOLINA will include consultation on a Member's physical health condition. This meeting will take place on a monthly basis at a centralized location, to be determined by RCMHP.</p>	<p>MOLINA will provide clinical consultation to RCMHP or other providers on physical health care conditions and on medications prescribed through MOLINA providers, when requested by RCMHP.</p> <p>MOLINA 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 MOLINA to the RCMHP on medications prescribed by MOLINA for a Member whose mental illness is being treated by the RCMHP.</p>
5. Biopsychosocial Assessment	<p>RCMHP will provide a biopsychosocial assessment and risk severity rating as well as an immediate need profile which will assist in determining the appropriate ASAM Criteria level of care that Member 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>When a Member is identified as having a possible co-occurring disorder, a referral will be initiated with MOLINA or RCMHP for behavioral health services.</p>	<p>MOLINA and/or delegated entities will arrange and pay for appropriate medical assessments for Members to identify comorbid physical and behavioral health (mental and substance use disorder) 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. Case management services will be made available for cases that are referred to specialty physical care and MOLINA will coordinate with RCMHP.</p>
6. Confidentiality	<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>MOLINA 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>MOLINA will adhere to current policies and procedures ensuring the confidentiality of the medical records.</p> <p>MOLINA providers will obtain an appropriate signed consent to release</p>



	<b>RCMHP</b>	<b>MOLINA</b>
	<p>RCMHP providers will obtain an appropriate signed consent to release information for each stakeholder, including MOLINA, involved with the Member's recovery, signed by the Member.</p> <p>RCMHP may make available to MOLINA 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 patient 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 MOLINA, for the purposes of coordination of care.</p> <p>RCMHP will cooperate with MOLINA to develop specific protocols dealing with the sharing of information regarding substance use disorders.</p>	<p>information for each stakeholder, including RCMHP, involved with the Member's recovery, signed by the Member.</p> <p>MOLINA may make available to RCMHP non-identifying patient information and quarterly reports for purposes of review, evaluation and accountability. After the consent to release information is signed, MOLINA will share Member information via ad hoc reporting through MOLINA liaisons, or provide access to MOLINA behavioral health care managers and liaisons as needed.</p> <p>MOLINA will cooperate with RCMHP to develop specific protocols dealing with the sharing of information regarding substance use disorders.</p>
<p>7. Care Coordination/ Interdisciplinary Care Team</p>	<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 MOLINA to perform 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.</p>	<p>MOLINA 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>MOLINA will have a process for reviewing and updating the treatment 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>MOLINA will coordinate with RCMHP to</p>

	<b>RCMHP</b>	<b>MOLINA</b>
		<p>perform 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.</p>
<p>8. Dispute Resolution</p>	<p>RCMHP will coordinate with MOLINA 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 forty five (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 MOLINA representative within ten (10) business days of initiation</li> <li>• If the representatives of RCMHP and MOLINA are unable to reach a joint decision or if the proposed resolution is not acceptable to both parties, a second level review may be initiated by either party.</li> </ul> <p><b><u>Second Level Review</u></b></p> <ul style="list-style-type: none"> <li>• The second level review must be initiated within ten (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 MOLINA</li> </ul>	<p>MOLINA 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 forty five (45) calendar days from the disputed event.</li> <li>• MOLINA will appoint a representative to attempt to reach and implement resolution decisions.</li> <li>• The representative of MOLINA will arrive at a proposed resolution jointly with the RCMHP representative within ten (10) business days of initiation.</li> <li>• If the representatives of MOLINA and RCMHP are unable to reach a joint decision or if the proposed resolution is not acceptable to both parties, a second level review may be initiated by either party.</li> </ul> <p><b><u>Second Level Review</u></b></p> <ul style="list-style-type: none"> <li>• The second level review must be initiated within ten (10) business days of the first level decision.</li> <li>• MOLINA 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 ten (10) business days of initiation.</li> <li>• If the second level reviewers</li> </ul>

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	<p>within ten (10) business days of initiation.</p> <ul style="list-style-type: none"> <li>If the second level reviewers cannot reach a joint decision or if the decision is not acceptable to both parties, a third party review may be initiated by either Plan.</li> </ul> <p><b><u>Third Party Review</u></b>            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>cannot reach a joint decision or if the decision is not acceptable to both parties, a third party review may be initiated by either Plan.</p> <p><b><u>Third Party Review</u></b>            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>MOLINA agrees to provide medically necessary services to the Member during the dispute resolution process in accordance with current regulations.</p>

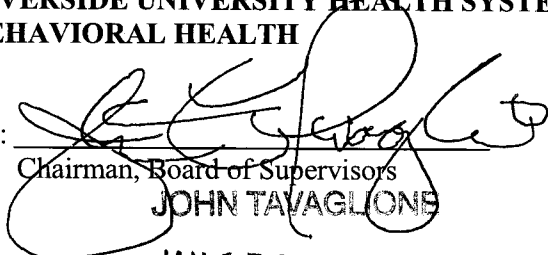
**CERTIFICATION OF AUTHORITY TO EXECUTE THIS ADDENDUM**

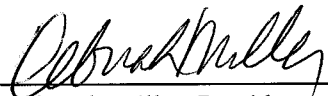
RCMHP certifies that the individual signing below has the authority to execute this ADDENDUM on behalf of RCMHP and may legally bind RCMHP to the terms and conditions of this ADDENDUM, and any attachments hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this ADDENDUM III to the Memorandum of Understanding as set forth below.

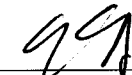
**RIVERSIDE UNIVERSITY HEALTH SYSTEM-  
 BEHAVIORAL HEALTH**

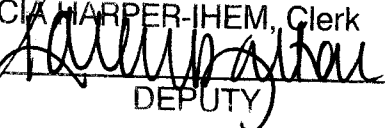
**MOLINA HEALTHCARE OF  
 CALIFORNIA PARTNER PLAN, INC.**

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

By:   
 Deborah Miller, President  
 Date: 12/12/16

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

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

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY