

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE:
September 1, 2020

TYPE OF AGENDA ITEM:
 Regular Timed
 Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Memorandum of Understanding for Coordination of Services between Sierra County Division of Behavioral Health Plan and Blue Cross of California Partnership Plan, Inc.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE:

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

- Approved
- Approved as amended
- Adopted
- Adopted as amended
- Denied
- Other
- No Action Taken

- Set public hearing
For: _____
- Direction to: _____
- Referred to: _____
- Continued to: _____
- Authorization given to:

Resolution 2020- _____
 Agreement 2020- _____
 Ordinance _____
Vote:
 Ayes:
 Noes:
 Abstain:
 Absent:
 By Consensus

COMMENTS:

 CLERK TO THE BOARD

 DATE

Memorandum

To: Sierra County Board of Supervisors

From: Lea Salas, Administrative Director

Reference: Agenda Item

Date of memo: August 21, 2020

Date of Board Meeting: September 1, 2020

Requested Action: Memorandum of Understanding for Coordination of Services between Sierra County Division of Behavioral Health Plan and Blue Cross of California Partnership Plan, Inc.

Mandated by: Title 9 CCR, Chapter 11 (Medi-Cal Specialty Mental Health Services)

Funding

Budgeted? Yes No

| | Yes | No |
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| Revenue | | |
| Expenses | | |
| Difference | 0 | |

Background Information: The County through its Department of Behavioral Health is a Mental Health Plan (MHP) as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health (“DMH”) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

The purpose of this MOU is to describe the responsibilities of the County through its MHP and Blue Cross of California Partnership Plan, Inc. (ANTHEM) in the delivery of specialty mental health services to members served by both Parties. It is the intention of the County and Anthem to coordinate care between providers of physical care and mental health care.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be in compliance.

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
**BETWEEN SIERRA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN
AND
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this ___ day of ___, 2020, by and between the County of Sierra, a political subdivision of the State of California, on behalf of Sierra County Behavioral Health Services State contracted Mental Health Plan ("MHP") and Blue Cross of California Partnership Plan, Inc. ("ANTHEM") in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). This MOU may be terminated by either party by giving at least ten (10) days written notice to the other party.

Written notices under this MOU will be to the following:

Sierra County Behavioral Health Services
704 Mill St.
Loyalton, CA 96118

Anthem Blue Cross
One Wellpoint Way
Thousand Oaks, CA 91362

ANTHEM is part of the Local Initiative Health Plan or the Commercial Health Plan for the County of Sierra (the "Service Area") and has contracted with the California Department of Health Care Services ("DHCS") to arrange and coordinate services for the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with ANTHEM in the Service Area.

The MHP of contracts with the California Department of Health Care Services to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Sierra County. The MHP and the California Department of Health Care Services work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to describe the responsibilities of the MHP and ANTHEM in the delivery of specialty mental health services to ANTHEM Members served by both parties as described in Exhibit A attached hereto and incorporated herein by reference. 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 the ANTHEM Members. There will be no exchange of funds between ANTHEM and the MHP.

Nothing contained herein shall add to or delete from the services required by each party under its agreement with the State of California. The MHP and ANTHEM agree to perform their required services under their respective agreements with the State of California, to the extent not inconsistent with laws and regulations.

The Department of Health Care Services may sanction a mental health plan pursuant to paragraph one (1) of subdivision (e) of Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

County of Sierra
On Behalf of Behavioral Health Services
State Contracted Mental Health Plan
("MHP")

By _____

Date

Blue Cross of California
Partnership Plan, Inc.
("ANTHEM")

By  _____
Barsam Kasravi, Plan President

8/5/20

Date

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN SIERRA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN ("MHP")
AND
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")
EXHIBIT A

| CATEGORY | MHP | ANTHEM |
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| 1. Basic Requirements | <p>1. MHP agrees to address policies and procedures with the ANTHEM that cover:</p> <ul style="list-style-type: none"> -management of the members care, including but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information. | <p>2. ANTHEM agrees to address policies and procedures with the MHP that cover:</p> <ul style="list-style-type: none"> -management of the members care, including but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information. |
| 2. Mental Health Covered Services | <p>1. MHP is responsible for providing ANTHEM members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members.</p> <p>2. Conditions that the Diagnostic and Statistical Manual (“DSM”) identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by ANTHEM.</p> <p>3. All services must be provided in a culturally and linguistically appropriate manner.</p> | <p>1. ANTHEM is obligated to cover and pay for mental health assessments of ANTHEM’s members with potential mental health disorders rendered by ANTHEM’s network providers for services that are Plan responsibility. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice.</p> <p>2. ANTHEM is responsible for providing members with outpatient mental health benefits for 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 (“DSM”) that is also covered according to State regulations.</p> <p>3. ANTHEM will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in ANTHEM’s provider network within the scope of their practice. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members.</p> <p>4. Conditions that the DSM identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by ANTHEM nor by the MHP.</p> <p>5. All services must be provided in a culturally and linguistically appropriate manner.</p> |

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| <p>3. Oversight Responsibilities</p> | <ol style="list-style-type: none"> 1. MHP's Administrative Staff is the Liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU. 2. MHP will have staff participate on an oversight team comprised of representatives from both ANTHEM and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU. 3. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and ANTHEM may determine the composition of the multidisciplinary teams. 4. The MHP and ANTHEM oversight teams and multidisciplinary teams may be the same teams. 5. MHP Liaison will provide ANTHEM with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP's managed care website. | <ol style="list-style-type: none"> 1. ANTHEM has direct contracts with its licensed mental health professionals ("LMHP") network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities. 2. ANTHEM has a Public Programs Administrator/liason that will participate on an oversight team comprised of representatives from both MHP and ANTHEM who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of the of this MOU. 3. ANTHEM will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP may determine the composition of the multidisciplinary teams. 4. ANTHEM and the MHP oversight teams and multidisciplinary teams may be the same teams. 5. ANTHEM Liaison will provide MHP with an updated list of its LMHPs and specialists. |
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| <p>4. Screening, Assessment and Referral</p> | <ol style="list-style-type: none"> 1. MHP accepts referrals from ANTHEM Staff, providers and members' self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*. 2. If it is determined by ANTHEM's LMHP that the member may meet specialty mental health services medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment. 3. MHP providers will refer ANTHEM members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care. | <ol style="list-style-type: none"> 1. ANTHEM is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if ANTHEM or the MHP will provide mental health services. 2. ANTHEM accepts referrals from MHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within ANTHEM's LMHP network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury. When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*. 3. ANTHEM PCP's will refer ANTHEM members to an ANTHEM LMHP for: <ol style="list-style-type: none"> i. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP). ii. If it is determined by the ANTHEM LNHP that the member may meet the Specialty Mental Health Services ("SMHS") medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment. When an ANTHEM member's condition improves under SMHS and the ANTHEM LMHP and MHP coordinate care, the ANTHEM member may return to the ANTHEM LMHP. 4. Primary care mental health treatment includes: <ol style="list-style-type: none"> a. Basic education, assessment, counseling and referral and linkage to other services for all ANTHEM members. b. Medication and treatment for <ol style="list-style-type: none"> i. Mental health conditions that would be responsive to physical healthcare-based treatment ii. Mental health disorders due to a general medical condition iii. Medication-induced reactions from medications prescribed by physical health care providers. |
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| 5. Care Coordination | <ol style="list-style-type: none"> 1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive therapy ("ECT") and magnetic resonance imaging ("MRI") that are received by an ANTHEM member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*. | <ol style="list-style-type: none"> 1. ANTHEM must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. ANTHEM will cover related services for Electroconvulsive Therapy ("ECT") such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV. 2. ANTHEM will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility ("PHF"). These services include the initial health history and physical assessment required within twenty-four (24) hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV. 3. ANTHEM is not required to cover room and board charges or mental health services associated with an ANTHEM member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV. |
| 5.a. Laboratory, Radiological and Radioisotope Services | <ol style="list-style-type: none"> 1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of ANTHEM contract providers. | <ol style="list-style-type: none"> 1. ANTHEM will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV. 2. ANTHEM will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services. 3. A list of ANTHEM contracted providers is available on-line. 4. ANTHEM will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services. |
| 5.b. Home Health Agency Services | <ol style="list-style-type: none"> 1. MHP shall cover and pay for medication support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to an ANTHEM member who is homebound. MHP will collaborate with ANTHEM on any specialty mental health services being provided to an ANTHEM member. | <ol style="list-style-type: none"> 1. ANTHEM will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by an ANTHEM provider when medically necessary to meet the needs of homebound ANTHEM members. ANTHEM is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program. 2. ANTHEM will refer members who may be at risk of institutional placement to the Home and Community Based services ("HCBS") Waiver Program if appropriate. |

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| <p>5.c. Pharmaceutical Services and Prescribed Drugs</p> | <ol style="list-style-type: none"> 1. The MHP list of contracted network providers is available on line. 2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for ANTHEM members under their treatment. 3. MHP will coordinate with ANTHEM representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the ANTHEM formulary and/or available for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation. 4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for ANTHEM members. 5. MHP providers will utilize ANTHEM contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications. 6. MHP will assist ANTHEM in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 7. MHP will share with ANTHEM a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited on a quarterly basis. | <ol style="list-style-type: none"> 1. ANTHEM will: <ol style="list-style-type: none"> a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers. b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line. c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services. d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP. 2. ANTHEM will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation. (See the Medi-Cal provider manual for Drugs Excluded from ANTHEM Coverage http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp). ANTHEM will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions. <ol style="list-style-type: none"> a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by ANTHEM network pharmacies. b. ANTHEM will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers. c. ANTHEM will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV. 3. ANTHEM PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment. 4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with ANTHEM or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV. |
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| 5.d. Service Authorizations | <ol style="list-style-type: none"> 1. For any member needing prescribed drugs and laboratory services when necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of ANTHEM contracted providers found on their website. 2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria. | <ol style="list-style-type: none"> 1. ANTHEM will authorize medical assessment and/or treatment services by ANTHEM LMHPs who are credentialed and contracted with ANTHEM for covered medically necessary services. 2. ANTHEM will inform PCPs that they may refer members to the MHP for specialty mental health services. 3. ANTHEM contracted providers can be found on the website. |
| 5.e. Nursing and Residential Facility Services | <ol style="list-style-type: none"> 1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care ("ABC"), Skilled Nursing Facility ("SNF"), Institution for Mental Disease ("IMD"), etc., for members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*]. 2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists. | <ol style="list-style-type: none"> 1. ANTHEM will arrange and pay for nursing facility services for ANTHEM members who meet the medical necessity criteria per Title 22, CCR, Section 51335*. 2. ANTHEM will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time. 3. ANTHEM will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective. |
| 5.f. Developmentally Disabled Services | <ol style="list-style-type: none"> 1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed. 2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an ANTHEM member when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*. | <ol style="list-style-type: none"> 1. ANTHEM and ANTHEM providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed. 2. ANTHEM will maintain a current MOU with the Regional Center. |

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| <p>6. Exchange of Protected Health Information</p> | <ol style="list-style-type: none"> 1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq. • CMLA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)*. 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information ("PHI") as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines. | <ol style="list-style-type: none"> 1. ANTHEM will comply with applicable portions of <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq. • CMLA (Ca Civil Code 56 through 56.37). Title 9, CCR, Section 1810.370(a)(3)* 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information ("PHI") as necessary and appropriate for them to carry out their functions within the covered entity. 3. ANTHEM will encrypt any data transmitted via email containing confidential data of ANTHEM members such as PHI and Personal Confidential Information ("PCI") or other confidential data to ANTHEM or anyone else including state agencies. 4. ANTHEM will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. |
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| <p>7. Reporting and Quality Improvement Requirements</p> | <ol style="list-style-type: none"> 1. MHP in conjunction with ANTHEM will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, MHP and ANTHEM will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and ANTHEM. 3. MHP and ANTHEM will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and ANTHEM, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and ANTHEM, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS. | <ol style="list-style-type: none"> 1. ANTHEM in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, ANTHEM and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between ANTHEM and the MHP. 3. ANTHEM and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between ANTHEM and the MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from ANTHEM and the MHP, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS. |
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| <p>8. Dispute Resolution</p> | <ol style="list-style-type: none"> 1. MHP Liaison will participate in an annual review, update and/or renegotiations with ANTHEM on this agreement as is mutually agreed. 2. When the MHP has a dispute with ANTHEM that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department. 3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within fifteen (15) calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: <ol style="list-style-type: none"> (a) 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. (b) History of attempts to resolve the issue. (c) Justification for the desired remedy. (d) Documentation regarding the issue. (e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other party within seven calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within twenty-one (21) calendar days from notification of the party from whom documentation is being requested by | <ol style="list-style-type: none"> 1. ANTHEM Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed. 2. When ANTHEM has a dispute with the MHP that cannot be resolved to the satisfaction of ANTHEM concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, ANTHEM may submit a request for resolution to the Department. 3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within fifteen (15) calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: <ol style="list-style-type: none"> (a) 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. (b) History of attempts to resolve the issue. (c) Justification for the desired remedy. (d) Documentation regarding the issue. (e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven (7) calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within twenty-one (21) calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party. |
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| | the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party. | |
| 8.a. Departments' Responsibility for Review of Disputes | <ol style="list-style-type: none"> 1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument. | <ol style="list-style-type: none"> 1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument. |
| 8.b. Provision of Medically Necessary Services Pending Resolution of Dispute | <ol style="list-style-type: none"> 1. A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: <ol style="list-style-type: none"> (a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or (b) When the dispute concerns the MHP's contention that ANTHEM is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved. | <ol style="list-style-type: none"> 1. A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: <ol style="list-style-type: none"> (a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or (b) When the dispute concerns ANTHEM's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, ANTHEM shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide ANTHEM with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the ANTHEM provider responsible for the beneficiary's care. |

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| <p>9. Emergency and After-Hours</p> | <ol style="list-style-type: none"> 1. MHP will have a toll free twenty-four (24) hours a day, seven (7) days a week line available which includes a phone tree with an option to speak to a crisis worker to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis. 2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an ANTHEM member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV. 3. The MHP is responsible for the facility charges resulting from the emergency services and care of an ANTHEM member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for 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. Per MMCD Policy Letter No. 00-01 REV. 4. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV. | <ol style="list-style-type: none"> 1. All ANTHEM members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by ANTHEM providers. ANTHEM's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice. <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</p> <p>In general, the LMHP must be available to ANTHEM members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with an on-call provider to cover when s/he is not available.</p> <ol style="list-style-type: none"> 2. ANTHEM 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. 3. ANTHEM shall cover and pay for the facility charges resulting from the emergency services and care of an ANTHEM 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. 4. ANTHEM shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of an ANTHEM member with an excluded diagnosis or an ANTHEM member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services. 5. Payment for the professional services of a mental health specialist required for the emergency services and care of an ANTHEM member with an excluded diagnosis is the responsibility of ANTHEM. |
| <p>10. Member and Provider Education</p> | <p>MHP and ANTHEM, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.</p> | <p>ANTHEM and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.</p> |

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| <p>11. Grievances and Appeals</p> | <ol style="list-style-type: none"> 1. MHP will share with ANTHEM the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 2. MHP will ensure that the ANTHEM members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 3. MHP will ensure that the ANTHEM members receive specialty mental health services and prescription drugs while the dispute is being resolved. | <ol style="list-style-type: none"> 1. ANTHEM has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services. 2. ANTHEM liaison will coordinate and share the established complaint and grievance process for its ANTHEM MHP members with the MHP. 3. ANTHEM will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services. 4. ANTHEM will ensure that medically necessary services continue to be provided to members while the dispute is being resolved. |
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| <p>12. Emergency and Non-Emergency Medical Transportation</p> | <p>1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of twenty-four (24) hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.</p> | <ol style="list-style-type: none"> 1. ANTHEM will arrange and pay for transportation of members needing medical transportation from: <ol style="list-style-type: none"> a. The emergency room for medical evaluation. b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition. c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition. 2. ANTHEM will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation. 3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*. 4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation 5. ANTHEM will cover all nonemergency medical transportation, necessary to obtain program covered services <ol style="list-style-type: none"> a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization. b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs. 6. ANTHEM will cover and pay for medically necessary non-emergency medical transportation services when prescribed for an ANTHEM member by the MHP when authorization is obtained. 7. ANTHEM will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by ANTHEM. |
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| <p>13. Consultation</p> | <ol style="list-style-type: none"> 1. MHP encourages the use of the consultation by MHP providers with ANTHEM PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those ANTHEM members who are excluded from MHP services, MHP will provide clinical consultation and training to the ANTHEM PCPs, other Licensed Mental Health Professionals and/or ANTHEM staff on the following topics: <ol style="list-style-type: none"> a. Recommended physical healthcare-based treatment for diagnosed conditions. b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns). c. Treatment of stabilized but serious and debilitating mental disorders. d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication). e. Treatment of complicated sub-syndrome psychiatric symptoms. f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions. g. Treatment of outpatient mental health services that are within the ANTHEM PCP's scope of practice. | <ol style="list-style-type: none"> 1. PCP providers will be available to consult with MHP and MHP providers about ANTHEM members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those ANTHEM members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, ANTHEM and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ol style="list-style-type: none"> a. Acquiring access to covered ANTHEM medical services. b. Treatment of physical symptoms precipitated by medications used to treat mental disorders. c. Treatment of complicated sub-syndrome medical symptoms. d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice. |
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