

MEMORANDUM OF UNDERSTANDING
BETWEEN
MOLINA HEALTHCARE OF CALIFORNIA
AND
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH

COVER PAGE

Memorandum of Understanding
between
Molina Healthcare of California
and
Riverside University Health System-Behavioral Health

This Memorandum of Understanding ("MOU") is entered into by Molina Healthcare of California ("MCP") and the County of Riverside, a political subdivision of the State of California on behalf of its Riverside University Health System-Behavioral Health, ("MHP/DMC-ODS Plan"), effective as of January 1, 2024 ("Effective Date"). MHP/DMC-ODS Plan, and MCP are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract Exhibit A, Attachment 111, All Plan Letters ("APL") 18-015, 22-005, 22-006, 22-028, and MHP/DMC-ODS is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23-056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP/DCM-00S ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP/DMC-ODS;

WHEREAS, the Parties desire to ensure that Members receive MHP/DCM-ODS services in a coordinated manner and to provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

- a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP/DMC-ODS and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
- b. "MCP-MHP/DMC-ODS Plan Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS Plan as described in Section 4 of this MOU. The MCP-MHP/DMC-ODS Plan Liaison must

ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MHP/DMC-ODS Plan Responsible Person" means the person designated by MHP/DMC-ODS Plan and DMC-ODS Plan to oversee coordination and communication with MCP and ensure MHP/DMC-ODS Plan's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP/DMC-ODS Plan Liaison" means MHP/DMC-ODS Plan and DMC/ODS's designated point of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS Plan as described in Section 5 of this MOU. The MHP/DMC-ODS Plan Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MHP/DMC-ODS Plan Responsible Person and/or MHP/DMC-ODS Plan compliance officer as appropriate.

e. "Network Provider" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP/DMC-ODS Plan, has the same meaning ascribed by the MHP Contract or the DMC-ODS Plan Intergovernmental Agreement with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP/DMC-ODS Plan, has the same meaning ascribed by the MHP Contract or the DMC-ODS Plan Intergovernmental Agreement with the DHCS.

g. "Downstream Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP/DMC-ODS Plan, means a subcontractor of a MHP/DMC-ODS Plan Subcontractor.

h. "DMC-ODS Plan" shall mean the referenced participating county agency in the Drug Medi-Cal Organized Delivery System, which is Medi-Cal's effort to expand, improve, and reorganize its system for treating people with substance use disorder

i. "MCP" shall mean the referenced Medi-Cal Managed Care Plan in this MOU

j. "MHP" shall mean the referenced Medi-Cal Mental Health Plan in this MOU

2. Term. This MOU is in effect as of the Effective Date and continues for a term of five (5) years or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between MCP and MHP/DMC-ODS Plan for Non-specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP/DMC-ODS Plan and further described in APL 22-003, APL 22-005, and SHIN 21-073, and any subsequently issued superseding APLs or SHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and SHIN 21-073 is the population served under this MOU. This MOU also governs the coordination between

the DMC-ODS Plan and MCP for SUD services as described in APL 22-006 and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC-ODS Plan Intergovernmental Agreement as revised or superseded from time to time.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP's Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Director of Integrated Care, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person or designee must:

i. meet at least quarterly with MHP/DMC-ODS Plan, as required by Section 9 of this MOU;

ii. report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. ensure there is a sufficient staff at MCP who support compliance with and management of this MOU;

iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP/DMC-ODS Plan are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. serve, or may designate a person at MCP to serve, as the MCP-MHP/DMC-ODS Plan Liaison, the point of contact and liaison with MHP/DMC-ODS. The MCP-MHP/DMC-ODS Plan Liaison is listed in Exhibit A of this MOU. MCP must notify MHP/DMC-ODS of any changes to the MCP-MHP/ODS-DMC Plan Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. MHP/DMC-ODS Plan Obligations.

a. Provision of Specialty Mental Health Services. MHP/DMC-ODS Plan is responsible for providing or arranging for the provision of SMHS or covered SUD.

b. Oversight Responsibility. The Behavioral Health Director, the designated MHP/DMC-ODS Plan Responsible Person and designee, listed on Exhibit B of this MOU, is responsible for overseeing MHP/DMC-ODS Plan's compliance with this MOU. The MHP/DMC-ODS Plan Behavioral Health Director serves, or may designate a person to serve, as the designated MHP/DMC-ODS Plan Liaison, the point of contact and liaison with MCP. The MHP/DMC-ODS Plan Liaison is listed on Exhibit B of this MOU. The MHP/DMC-ODS Plan Liaison may be the same person as the MHP/DMC-ODS Plan Responsible Person. MHP/DMC-ODS Plan must notify MCP of changes to the MHP/DMC-ODS Plan Liaison as soon as reasonably practical but no later than the date of change. The MHP/DMC-ODS Plan Responsible Person must:

- i. meet at least quarterly with MCP, as required by Section 9 of this MOU;
- ii. report on MHP/DMC-ODS Plan's compliance with the MOU to MHP/DMC-ODS Plan's compliance officer no less frequently than quarterly. MHP/DMC-ODS Plan compliance officer is responsible for MOU compliance oversight and reports as part of MHP/DMC-ODS Plan's compliance program and must address any compliance deficiencies in accordance with MHP/DMC-ODS Plan's compliance program policies;
- iii. ensure there is sufficient staff at MHP/DMC-ODS Plan to support compliance with and management of this MOU;
- iv. ensure the appropriate levels of MHP/DMC-ODS Plan leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;
- v. ensure training and education regarding MOU provisions are conducted annually to MHP/DMC-ODS Plan's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and
- vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP/DMC-ODS Plan, and reporting to the MHP/DMC-ODS Plan Responsible Person.

c. Compliance by Subcontractors, Downstream Subcontractors, and Network Providers. MHP/DMC-ODS Plan must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who

assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP/DMC-ODS Plan services to their contracted providers.

- b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP/DMC-ODS.
- c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP/DMC-ODS services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

- i. MCP and MHP/DMC-ODS Plan must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.
- ii. MCP and MHP/DMC-ODS Plan must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.
- iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP/DMC-ODS Plan must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP/DMC-ODS Plan to seek mental health services. MCP and MHP/DMC-ODS Plan must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP and MHP/DMC-ODS Plan must ensure that Members receiving mental health services from one delivery system receive

timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and SHIN 22-065.

b. **Referrals.** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP/DMC-ODS services and MCP Covered Services.

i. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and SHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP/DMC-ODS Plan coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and SHIN 22-065, including:

1. The process by which MHP/DMC-ODS Plan and MCP transition Members to the other delivery system.

2. The process by which Members who decline screening are assessed.

3. The process by which MCP:

a. Accepts referrals from MHP/DMC-ODS Plan for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MHP/DMC-ODS Plan for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP/DMC-ODS.

c. Provides a referral to an MHP/DMC-ODS Plan Network Provider (if processes agreed upon with MHP/DMC-ODS Plan), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP/DMC-ODS Plan.

4. The process by which MHP/DMC-ODS Plan:

a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.

c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the

MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.

d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician ("PCP") visit.

5. The process by which MCP and MHP/DMC-ODS Plan coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.

6. The process by which MCP (and/or its Network Providers):

a. Accepts referrals from MHP/DMC-ODS Plan, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MHP/DMC-ODS Plan and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MHP/DMC-ODS Plan Network Provider (if processes have been agreed upon with MHP/DMC-ODS Plan), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

d. MCP must coordinate with MHP/DMC-ODS Plan to facilitate transitions between MCP and MHP/DMC-ODS Plan delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.

7. The process by which MHP/DMC-ODS Plan (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP/DMC-ODS Plan must refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. However, if MHP/DMC-ODS Plan is also an ECM Provider, MHP/DMC-ODS Plan provides ECM services pursuant to a separate agreement between MCP and MHP/DMC-ODS Plan for ECM services; this MOU does not govern MHP/DMC-ODS Plan's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

8. Closed Loop Referrals. By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,¹ APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through APL, or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and MHP/DMC-ODS Plan comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. Care Coordination and Collaboration.

a. Care Coordination.

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP/DMC-ODS Plan, and must comply with federal and State law, regulations, and guidance, including Cal. Welt. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

¹ CalAIM Population Health Management Policy Guide available at <https://www.dhes.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>

1. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

v. Transitional Care.

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP/DMC-ODS Plan will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings,² or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP/DMC-ODS is the primary payer, MHP/DMC-ODS Plan are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP/DMC-ODS Plan, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,³ including, but not limited to:

² Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhes.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf>

³ Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhcs.ca.gov/Ca1AIM/Documents/2023-PHM-Program-Guide-a11y.pdf>; see also PHM Roadmap and Strategy: <https://www.dhes.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf>

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP/DMC-ODS (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11(a)(iii) of this MOU.

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP/DMC-ODS Plan services.

3. For inpatient mental health treatment provided by MHP/DMC-ODS Plan or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. Clinical Consultation.

1. The Parties must establish policies and procedures for MCP and MHP/DMC-ODS Plan to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

vii. Enhanced Care Management.

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe

Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

- a. That MCP prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;
- b. That the Parties implement a process for SMHS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and
- c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. Community Supports.

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:
 - a. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP/DMC-ODS Plan protocols;
 - b. Identification of the Community Supports covered by MCP; and
 - c. A process specifying how MHP/DMC-ODS Plan will make referrals for Members eligible for or receiving Community Supports.

ix. Eating Disorder Services.

1. MHP/DMC-OOS Plan is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:
 - a. MHP/DMC-ODS Plan must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.
 - b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.
2. For partial hospitalization and residential eating disorder programs, MHP/DMC-ODS Plan is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.
 - a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those

who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

3. MHP/DMC-ODS and MCP will split costs equally for intensive outpatient program (IOP), partial hospitalization program (PHP), and residential treatment center (RTC) eating disorder treatment in accordance with the guidance in APL 22-003 and BHIN 22-009. MHP/DMC-ODS and MCP will each identify a point of contact for coordination of eating disorder contracting and mechanisms for payment.

x. Prescription Drugs.

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

- a. MHP/DMC-ODS Plan is obligated to provide the names and qualification of prescribing physicians to MCP.
- b. MCP is obligated to provide MCP's procedures for obtaining authorization of prescribed drugs and laboratory services, including a list of available pharmacies and laboratories.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP/DMC-ODS Plan Contract, and this MOU.

c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP/DMC-ODS, such as local county meetings, local community forums, and MHP/DMC-ODS Plan engagements, to collaborate with MHP/DMC-ODS Plan in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.⁴

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP/DMC-ODS Plan must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. MHP/DMC-ODS Plan and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health provider is serving as an ECM provider;

⁴ CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at <https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf>.

ii. A process for MHP/DMC-ODS Plan to send regular, frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for MHP/DMC-ODS Plan to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP/DMC-ODS Plan (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP/DMC-ODS Plan alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP/DMC-ODS Plan of Members' visits to emergency departments and hospitals); and

v. A process for MCP to send admission, discharge, and transfer data to MHP/DMC-ODS Plan when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP/DMC-ODS Plan to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

1. MCP and MHP/DMC-ODS Plan must enter into the State's Data Exchange Framework Data Sharing Agreement ("DSA") for the safe sharing of information.

2. If Member authorization is required, the Parties must agree to a standard consent form to obtain a Member's authorization to share and use information for the purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2.

b. **Behavioral Health Quality Improvement Program.** If MHP/DMC-ODS Plan is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP/DMC-ODS Plan are encouraged to execute a DSA. If MHP/DMC-ODS and MCP have not executed a DSA, MHP/DMC-ODS Plan must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and MHP/DMC-ODS Plan must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and MHP/DMC-ODS Plan's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP/DMC-ODS Plan must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and MHP/DMC-ODS Plan that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or MHP/DMC-ODS Plan to DHCS.

b. Disputes between MCP and MHP/DMC-ODS Plan that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP/DMC-ODS or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHP/DMC-ODS Plan and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP/DMC-ODS Plan concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP/DMC-ODS Plan and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

- i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or
- ii. When the dispute concerns MCP's contention that MHP/DMC-ODS Plan is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP/DMC-ODS Plan has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP/DMC-ODS Plan, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP/DMC-ODS Plan must identify and provide MCP 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 MCP provider responsible for the Member's care; or
- iii. When the dispute concerns MHP/DMC-OOS Plan's contention that MCP 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, MHP/DMC-ODS Plan is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. if decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP/DMC-ODS Plan where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

g. MHP/DMC-ODS Plan must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP/DMC-ODS Plan where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

i. Once MHP/DMC-ODS Plan receives a deferral from MCP, MHP/DMC-ODS Plan must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code§ 14715.

j. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP/DMC-ODS Plan who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP/DMC-ODS Plan cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP/DMC-ODS Plan.

14. General.

a. **MOU Posting.** MCP and MHP/DMC-ODS Plan must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP/DMC-ODS Plan must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP/DMC-ODS Plan Contract. If DHCS requests a review of any existing MOU, the Party that received the

request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP and MHP/DMC-ODS Plan may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP/DMC-ODS Plan must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP/DMC-ODS Plan must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, the MHP/DMC-ODS Plan Contract, and subsequently issued superseding APLs, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between MHP/DMC-ODS Plan and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither MHP/DMC-ODS Plan nor MCP, nor any of their respective contractors,

employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically, and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MOLINA HEALTHCARE OF CALIFORNIA

By: 

Abbie Totten
Plan President

Notice Address:
200 Oceangate
Long Beach, CA 90802

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH

 C.hJ

Behavioral Health Director

Notice Address:
Riverside University Health System - Behavioral Health
4095 County Circle Drive
Riverside, CA 92503

FORM APPROVED COUNTYCOUNSEL

BY: 
GREGG MCGU

DATE 

Exhibit A

Refer to Appendix A for exhibits to contain MCP-MHP/DMC-ODS Plan and MHP
Liaisons as referenced in Sections 4.b and 5.b of this MOU

Molina Responsible Person

(Oversight and Compliance)

Molina	Address	Telephone
Director, Behavioral Health	300 Oceangate Long Beach, CA 90802	562-542-1406

Molina Liason

(Point of Contact between Molina and RUSH-BH)

Molina	Address	Telephone
Director, Behavioral Health	300 Oceangate Long Beach, CA 90802	562-542-1406

Molina	Address	Telephone
Program Manager	300 Oceangate Long Beach, CA 90802	562-549-4393

Exhibit B

Riverside University Health Systems-Behavioral Health

(Oversight and Compliance)

MHP-RUHS - Behavioral Health	Address	Telephone
Behavioral Health Director	4095 County Circle Drive Riverside, CA 92503	(951) 358-4501

**Riverside University Health Systems-Behavioral Health- MHP/DMC-ODS Plan
Liaison**

(Point of Contact between and RUSH-BH and Molina)

RUHS-BH	Address	Telephone
Deputy Director Quality Management	2085 Rustin Ave. Riverside, CA 92507	(951) 955-7195

