

ORIGINAL

124-M1510

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of March 1, 2015, by and between the County of El Dorado, a political subdivision of the State of California, on behalf of El Dorado Division of Behavioral Health Plan (hereinafter referred to as "County MHP") and KP Cal, LLC (hereinafter referred to as "KAISER") in order to implement certain provisions of CCR, Title 9, Section 1810.370, Welfare and Institutions Code 14715 and other applicable law. The term of this MOU shall not exceed three (3) years. This MOU may be terminated by either party by giving at least 10 days written notice to the other party.

Written notices under this MOU will be to the following:

County of El Dorado Division of Behavioral Health Plan
3057 Briw Road, Suite A
Placerville, CA 95667

KP Cal, LLC
California Vice President for Medi-Cal, CIHP, CHC
Kaiser Foundation Health Plan, Inc.
1800 Harrison St., 25th Floor, Oakland, CA 94612-3404

Courtesy Copy:
Director, California Medi-Cal and State Sponsored Programs (CMSSP)
Kaiser Foundation Health Plan, Inc.
3100 Thornton Ave., Burbank, CA 91504-3183

KAISER has contracted with the California Department of Health Care Services ("DHCS"), pursuant to its Geographic Managed Care ("GMC") Medi-Cal contract that includes El Dorado County, to arrange and coordinate the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with KAISER in the Service Area.

Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries who reside in El Dorado County are the responsibility of County MHP. County MHP contracts with the DHCS to provide medically necessary Specialty Mental Health Services to the Medi-Cal beneficiaries of El Dorado County. The County MHP, DHCS and KAISER work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to comply with the requirements of DHCS All Plan Letter (APL) 13-018. This MOU describes the responsibilities of the County MHP in the delivery of Specialty Mental Health Services and KAISER's responsibilities to provide outpatient mental health services to KAISER Members served by both parties. It is the intention of the parties to coordinate care between providers of physical and mental health care. All references in the MOU to "Members" are limited to the KAISER Members. There will be no exchange of funds between KAISER and the County MHP.


**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

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

The County MHP will comply with all requirements stated in Welfare and Institutions Code 14712 and 14715.

Administrator: The County Officer or employee with responsibility for administering this Agreement is Patricia Charles-Heathers, Ph.D., Assistant Director, or successor.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: April 15, 2015

COUNTY OF EL DORADO
Division of Behavioral Health Plan

("County MHP")

KP CAL, LLC
("KAISER")

Signature: _____

Signature: 

Print Name: Brian Veerkamp

Print Name: Nathaniel L. Oubre, Jr.

Title: Chair, Board of Supervisors

Title: California V.P. Medi-Cal, CIHP, CHC

Dated: _____

Dated: 4/20/15

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

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

The County MHP will comply with all requirements stated in Welfare and Institutions Code 14712 and 14715.

Administrator: The County Officer or employee with responsibility for administering this Agreement is Patricia Charles-Heathers, Ph.D., Assistant Director, or successor.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: April 13, 2015

**COUNTY OF EL DORADO
Division of Behavioral Health Plan**

**KP CAL, LLC
("KAISER")**

("County MHP")

Signature: _____

Signature: _____

Print Name: Brian Veerkamp

Print Name: Nathaniel L. Oubre, Jr.

Title: Chair, Board of Supervisors

Title: California V.P. Medi-Cal, CIHP, CHC

Dated: _____

Dated: _____

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
1. Basic Requirements	<p>1. County MHP agrees to develop protocols and address policies and procedures with KAISER that includes but is not limited to the following areas:</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. -medically necessary treatment. 	<p>1. KAISER agrees to develop protocols and address policies and procedures with the MHP that includes but is not limited to the following areas:</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. -medically necessary treatment

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
<p>2. Mental Health Covered Services</p>	<p>1. County MHP has responsibility to ensure that Specialty Mental Health Services are provided for KAISER Members who live in El Dorado County and must provide appropriate direction to KAISER and KAISER Members on how to access Specialty Mental Health Services from County MHP.</p> <p>2. County MHP will continually monitor the County MHP provider network to ensure Member access to quality mental health care. County MHP will refer KAISER in arranging to a specific County MHP provider or community service.</p> <p>3. County MHP will assist KAISER to develop and update a list of providers or provider organization to be made available to Members. This list is available on the County MHP's managed care website.</p>	<p>1. KAISER is responsible for providing its Members with Outpatient Mental Health Services and outpatient mental health benefits.</p> <p>2. Outpatient mental health benefits must be provided for Members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual (DSM)</i> that is also covered according to State regulations.</p> <p>3. KAISER shall refer Members requiring Specialty Mental Health Services to the County MHP. KAISER will coordinate care with the appropriate MHP provider or provider organization as recommended by the County MHP for those services that do not meet the MHP medical necessity criteria.</p> <p>4. KAISER will collaborate with MHP to maintain a list of County MHP providers or provider organization to be made available to Members upon request.</p> <p>5. KAISER will provide its services in a culturally and linguistically appropriate manner.</p>
<p>1. Oversight Responsibilities</p>	<p>1. County MHP will appoint a Liaison to coordinate activities with KAISER and will notify KAISER of the</p>	<p>1. KAISER will appoint a Liaison to coordinate activities with the County MHP and will notify the County MHP of the</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>roles and responsibilities of the County MHP Liaison.</p> <p>2. County MHP Liaison will meet with the KAISER Liaison, at least quarterly to resolve issues regarding appropriate and continuous care for Members receiving Specialty Mental Health Services. The County MHP Liaison will work in partnership with KAISER to draft any changes to the MOU</p> <p>The County MHP Liaison will be responsible for communicating suggestions for MOU changes to the County MHP leadership and the KAISER Liaison and any other appropriate persons or entities.</p> <p>County MHP may utilize the KAISER Member Services Contact Center, 800-464-4000, using the provider prompt, to contact a KAISER provider and access support programs.</p> <p>With a Member's written permission or as otherwise permitted by applicable law, the identification of a patient, the KAISER Member, clinical, or other pertinent information will be shared between KAISER and the County MHP and its providers for coordination of care.</p> <p>At the discretion of the County MHP, the County MHP Liaison may represent the County MHP</p>	<p>roles and responsibilities of KAISER Liaison.</p> <p>2. KAISER Liaison will meet with the County MHP Liaison, at least quarterly, to resolve issues regarding appropriate and continuous care for KAISER Members receiving Specialty Mental Health Services. The KAISER Liaison will work in partnership with County MHP to draft any changes to the MOU.</p> <p>The KAISER Liaison will be responsible for communicating suggestions for MOU changes to the KAISER leadership and the County MHP Liaison and any other appropriate persons or entities.</p> <p>With a Member's written permission or as otherwise permitted by applicable law, the identification of a patient, the KAISER Member, clinical, or other pertinent information will be shared between KAISER and the County MHP and its providers for coordination of care.</p> <p>At the discretion of KAISER, the KAISER Liaison may represent the Plan in the dispute resolution process.</p> <p>The KAISER Liaison will coordinate activities with the County MHP.</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>in the dispute resolution process.</p> <p>The County MHP Liaison will coordinate activities with KAISER.</p>	
<p>2. Screening, Assessment and Referral</p>	<p>County MHP providers will refer KAISER Members to their identified PCP for Outpatient Mental Health services and medical/physical health services that are KAISER'S responsibility to perform.</p> <p>In order to support KAISER's reporting obligations to the DHCS, on a monthly basis, County MHP shall provide the following information to the KAISER Liaison:</p> <ul style="list-style-type: none"> • A list of Members receiving County MHP Covered Services at the County. • A list of Members referred to KAISER for care and type of care. 	<p>KAISER is responsible for ensuring that its Members receive appropriate screenings, assessments and referrals to County MHP for Specialty Mental Health services.</p> <p>KAISER accepts referrals from County MHP staff, providers, and Members' self-referral for assessment. KAISER makes a determination of medical necessity for Outpatient Mental Health, medical/physical health services and provides referrals within KAISER's network. When determining the medical necessity of covered services for a KAISER Member KAISER PCP's will refer KAISER Members to a KAISER LMHP for:</p> <p>An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the Member clearly has a significant impairment for which the Member can be referred directly to the County MHP).</p> <p>If it is determined by the KAISER LMHP that the Member may meet the medical necessity criteria for Specialty Mental Health Services the KAISER LMHP will refer the Member to the County MHP for further assessment and treatment.</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
		<p>When a KAISER Member’s condition improves while receiving Specialty Mental Health Services the KAISER LMHP and County MHP will coordinate the Member’s care and may refer the Member for care by the KAISER LMHP. KAISER will designate a central coordinating point to assure smooth transition planning to prevent delays or discontinuity and ensure the County MHP is able to navigate KAISER’s network.</p> <p>Primary care mental health treatment includes: Basic education, assessment, counseling and referral and linkage to other services for all KAISER Members and:</p> <p>Medication and treatment for:</p> <ul 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. <p>KAISER will acknowledge receipt of the information that the County MHP submits for the completion of the DHCS required report. KAISER will inform County MHP of the day of the month that the information is to be provided.</p>
3. Care Coordination	The County MHP will designate	KAISER will designate an identified

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>an identified point of contact (POC), who will initiate, provide, and maintain ongoing care coordination as mutually agreed upon in KAISER and County MHP protocols.</p> <p>The County MHP POC will coordinate care for Specialty Mental Health Services provided by the County MHP. This coordination of care includes the following processes:</p> <ul style="list-style-type: none"> a) notifying KAISER within 24 hours of admission and b) discharge to arrange appropriate follow-up services c) reviewing and updating the care plan of Member as clinically indicated (i.e. following hospitalization or crisis intervention) the care plan must include <ul style="list-style-type: none"> i) triggers for updating the care plan ii) coordinating with outpatient mental health provider <p>The County MHP POC will support the transition of care for members transitioning to or from County MHP services.</p> <p>The County MHP POC will participate in regular meetings to review referral, care coordination, and information exchange protocols and processes.</p>	<p>point of contact (POC), who will initiate, provide, and maintain ongoing care coordination as mutually agreed upon in KAISER and County MHP protocols.</p> <p>When KAISER identifies a Member who requires Specialty Mental Health Services they will contact the County MHP to coordinate referrals.</p> <p>The KAISER POC will support the transition of care for Members transitioning to or from KAISER services.</p> <p>The KAISER POC will participate in regular meetings to review referral, care coordination, and information exchange protocols and processes.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
<p>4. Psychiatric Inpatient Hospital Services</p>	<p>County MHP will be responsible for Psychiatric Inpatient Hospital Services which includes all hospital based ancillary services, and psychiatric inpatient hospital professional services, but does not include routine services.</p> <p>County MHP is also responsible for psychiatric inpatient hospital services for Specialty Mental Health services as described in CCR, Title 9, Sections 1810.345 and 1810.350 (b) and (c).</p>	<p>KAISER will cover by providing and paying for labs and special procedures prescribed by a non-plan provider if the services are related to Specialty Mental Health Services.</p> <p>KAISER is not responsible for Psychiatric Inpatient Hospital Services for Specialty Mental Health services.</p> <p>KAISER 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.</p> <p>KAISER is not required to cover room and board charges or mental health services associated with a KAISER member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services.</p>
<p>5. Laboratory, Radiological and Radioisotope Services</p>	<p>The County MHP will coordinate with KAISER as appropriate, to assist KAISER Members in receiving laboratory, radiological and radioisotope services for</p>	<p>KAISER will be responsible for covering and paying medically necessary laboratory, radiological, and radioisotope services described in CCR, Title 22, Section</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>Specialty Mental Health services and prescribed through the County MHP, including ensuring that any medical justification of the services required for approval of payment to the laboratory is provided to the authorizing entity in accordance with the authorizing entity's procedure.</p>	<p>51311.</p> <p>KAISER will cover laboratory services and special procedures prescribed by a non-plan provider if the services are related to Specialty Mental Health Services when they are medically necessary for the diagnosis and treatment of the KAISER Member's mental health condition for which County MPH is responsible to provide care.</p> <p>KAISER will also cover services needed to monitor the health of Members for side effects resulting from medications prescribed to treat the mental health diagnosis.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
<p>6. Pharmaceutical Services and Prescribed Drugs</p>	<p>County MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for KAISER Members under their treatment for Specialty Mental Health.</p> <p>County MHP will coordinate with KAISER to ensure that psychotropic drugs prescribed by County MHP providers are included in the KAISER formulary and/or available for dispensing by KAISER network pharmacies unless otherwise stipulated by state regulation.</p> <p>County MHP will inform County MHP providers regarding process and procedure for obtaining prescribed medications for KAISER Members.</p> <p>County MHP providers will utilize KAISER contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications.</p> <p>County MHP providers can review the KAISER formulary at: http://kp.org/formulary</p>	<p>KAISER will accept prescriptions written by County MHP credentialed providers for pharmacy and laboratory services.</p> <p>KAISER will Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the County MHP for Kaiser Members under the care of County MHP for Specialty Mental Health Services.</p> <p>KAISER will coordinate with County MHP to ensure that covered medications prescribed by County MHP providers are available through the authorization process or formulary for dispensing by KAISER network pharmacies unless otherwise stipulated by state regulation. KAISER formulary can be reviewed at: http://kp.org/formulary</p>
<p>7. Service Authorizations</p>	<p>County MHP will authorize treatment services that are required to be provide by this MOU and any other applicable laws, regulations or DHCS requirements.</p>	<p>KAISER will ensure clinical assessment and/or treatment services by KAISER LMHPs who are credentialed and contracted with KAISER for covered medically necessary covered Outpatient Mental Health services that are</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
		<p>KAISER’s responsibility to provide.</p> <p>KAISER Members may obtain Outpatient Mental Health services by self-referral, authorization from a KAISER Provider, including the Emergency Room.</p>
<p>8. Nursing and Residential Facility Services</p>	<p>County 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 CCR, Title 22, Section 51335(k) for Specialty Mental Health Services.</p> <p>County MHP will be responsible nursing and residential facility services, including locked facilities and licensed skilled nursing services that are beyond the scope of KAISER’S responsibility. These services are provided within the scope of Specialty Mental Health Services.</p>	<p>KAISER will cover medically necessary covered nursing facility services for Members required by contract with DHCS and applicable laws and regulations.</p> <p>KAISER will arrange for disenrollment from managed care if the Member needs nursing facility services extends beyond the scope of KAISER’S responsibility.</p> <p>KAISER will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
<p>9. Developmentally Disabled Services</p>	<p>County MHP will refer KAISER 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.</p> <p>KAISER Members with developmental disabilities can get counseling, support, and other nonmedical services from a Regional Center. Alta California Regional Center is in the service area. Alta California Regional Center can be reached by calling 1-916-978-6400.</p>	<p>KAISER and KAISER providers will ensure members have information about how to contact the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>KAISER Members with developmental disabilities can get counseling, support, and other nonmedical services from a Regional Center.</p> <p>KAISER will maintain a current MOU with Alta California Regional Center. Alta California Regional Center can be reached by calling 1-916-978-6400.</p>
<p>10. Exchange of Protected Health Information</p>	<p>County MHP will comply with all applicable federal HIPAA laws and other applicable laws and regulations pertaining to use and disclosure of PHI.</p> <p>County 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.</p> <p>Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>County MHP will notify KAISER of verified breaches (as defined</p>	<p>KAISER will comply with all applicable federal HIPAA laws and other applicable laws and regulations pertaining to use and disclosure of PHI.</p> <p>KAISER 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.</p> <p>KAISER will encrypt any data transmitted via email containing confidential data of KAISER Members such as PHI and Personal Confidential Information (PCI) or other confidential data to KAISER or anyone else including state agencies.</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) within 24 hours of breach and corrective actions planned or taken to mitigate the harm involving Members within 30 days.</p>	
<p>11. Reporting and Quality Improvement Requirements</p>	<p>County MHP, in conjunction with KAISER, will hold meetings as necessary, and at least quarterly, to review the referral and care coordination process for services that are the parties' responsibility to provide. County MHP and KAISER will review the referral and care coordination process to improve quality of care; and provide at least semi-annual provide a report, including, but not limited to, the number of disputes between County MHP and KAISER, 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 from MHP and KAISER, as well as 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 County MHP and KAISER.</p>	<p>KAISER, in conjunction with County MHP, will hold meetings as necessary, and at least quarterly, to review the referral and care coordination process for services that are the parties' responsibility to provide. KAISER and County MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual provide a report, including, but not limited to, the number of disputes between KAISER and County 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 from KAISER and MHP, as well as 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 KAISER and the County MHP.</p> <p>KAISER agrees to share data with County MHP related to referrals and other DHCS requirements.</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>County MHP agrees to share data with KAISER related to referrals and other DHCS requirements.</p> <p>County MHP and KAISER share responsibility for ensuring this MOU is current and reflective of best practices for coordinating care between KAISER and County MHP.</p>	<p>KAISER and County MHP share responsibility for ensuring this MOU is current and reflective of best practices for coordinating care between KAISER and County MHP.</p>
<p>12. Dispute Resolution</p>	<p>MHP Liaison will participate in an annual review, update and/or renegotiations with KAISER on this agreement as is mutually agreed.</p> <p>When the County MHP has a dispute with KAISER that cannot be resolved to the satisfaction of the County MHP concerning the obligations of the County MHP or KAISER under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU, as described in CCR, Title 9, Section 1810.370, the MHP may submit a request for resolution to DHCS.</p> <p>Either the County MHP or KAISER shall submit a request for resolution to the DHCS within 15 calendar days of the completion of the dispute resolution process between the parties. Disputes between County MHP and KAISER will follow the Dispute Resolution requirements and time frames are outlined in CCR, Title 9, Section 1850.505 (d) and (f).</p>	<p>KAISER Liaison will conduct an annual review, update and/or renegotiations with the MHP, is mutually agreed.</p> <p>When KAISER has a dispute with the County MHP that cannot be resolved to the satisfaction of KAISER concerning the obligations of the County MHP or KAISER under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU, as described in CCR, Title 9, Section 1810.370, KAISER may submit a request for resolution to DHCS.</p> <p>Either the County MHP or KAISER shall submit a request for resolution to the DHCS within 15 calendar days of the completion of the dispute resolution process between the parties. Disputes between County MHP and KAISER will follow the Dispute Resolution requirements and time frames are outlined in CCR, Title 9, Section 1850.505 (d) and (f).</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
<p>13. Provision of Medically Necessary Services Pending Resolution of Dispute</p>	<p>A dispute between the County MHP and KAISER shall not delay the provision of medically necessary Specialty Mental Health Services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries pending resolution of the dispute.</p> <p>The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or when the dispute concerns the County MHP's contention that KAISER 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 County MHP shall be responsible for providing or arranging and paying for those services to the Member until the dispute is resolved.</p> <p>The County MHP shall identify and provide KAISER 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 KAISER provider responsible for the Member's care.</p>	<p>Pursuant to CCR, Title 9, Section 1850.525, an unresolved pending dispute between the County MHP and KAISER shall not delay the provision of medically necessary Specialty Mental Health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to a KAISER Member. The following applies until the dispute is resolved:</p> <p>The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or when the dispute concerns KAISER's contention that the County MHP is required to deliver Specialty Mental Health Services or Short-Doyle Mental Health services to a Member either because the Member's condition would not be responsive to physical health care based treatment or because the County MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by the County MHP, KAISER shall be responsible for providing and managing the care of the Member under the terms of the KP Cal, LLC's contract with the DHCS until the dispute is resolved. When the dispute concerns the MHP's contention that KAISER is required to deliver physical health care base treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological or</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>When the dispute concerns the County MHP's contention that KAISER 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 County MHP shall be responsible for providing or arranging and paying for those services to the Member until the dispute is resolved.</p>	<p>radioisotope services required to diagnose or treat the mental illness, County MHP is responsible to provide or arrange and pay for the disputed services to the KAISER Member until the dispute is resolved.</p>
<p>14. Emergency and After-Hours</p>	<p>County MHP will have a toll free 24 hours a day, seven days a week line available to assist Members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis.</p> <p>County MHP shall provide emergency and after hours care as directed in MMCD Policy Letter No. 00-01 REV, DHCS APL 13-018 and other applicable regulatory guidance. County MHP responsibilities include the duty to cover and pay for the professional services of a mental health specialist provided in an emergency room to a KAISER Member whose condition meets County MHP medical necessity criteria or when mental health specialist services are required to assess whether County MHP medical necessity is met.</p>	<p>All KAISER Members have access to quality, comprehensive behavioral health care services twenty-four (24) hours a day, seven (7) days a week by KAISER providers. KAISER's network LMHPs are available for emergency services twenty four (24) hours a day, seven (7) days a week and arranges for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice.</p> <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County MHP or emergency room personnel during a crisis.</p>
<p>15. Member and Provider Education</p>	<p>County MHP and KAISER will coordinate and determine the</p>	<p>KAISER and the County MHP will coordinate and determine the</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	training requirements for Member and provider access to County MHP and KAISER covered mental health services.	training requirements for Member and provider access to County MHP and KAISER covered mental health services.
16. Grievances and Appeals	<p>County MHP will share with KAISER the established process for Members and providers to register grievances/complaints regarding any aspect of the mental health care services.</p> <p>County MHP will ensure that KAISER Members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services.</p> <p>County MHP will comply with applicable regulatory requirements concerning providing services to Members while a grievance and appeal is pending.</p>	<p>KAISER 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.</p> <p>KAISER will follow the required procedure for Member and County MHP provider grievances and appeals of a KAISER decision to deny, modify or delay services.</p> <p>KAISER will comply with applicable contractual and regulatory requirements concerning providing services to Members while a grievance and appeal is pending.</p>
17. Emergency and Non-Emergency Medical Transportation	<p>Medical transportation services as described in CCR, Title 22, Section 51323 are not the responsibility of the County MHP except:</p> <p>a. when the County MHP or its provider arranges non-emergency medical transportation without obtaining authorization; or</p> <p>b. when the purpose of the medical transportation service is to transport a Member from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which</p>	<p>1. KAISER will arrange and pay for transportation of members needing medical transportation from:</p> <p>a. The emergency room for medical evaluation.</p> <p>b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition.</p> <p>c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition.</p> <p>2. Emergency medical transportation services necessary to provide access to all Medi-Cal Covered Services, including</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
	<p>the Member is being transported will result in lower costs to the County MHP.</p> <p>County MHP will obtain authorization for medically necessary non-emergency medical transportation services when prescribed by the County MHP for a KAISER Member in accordance with KAISER's protocol for obtaining timely authorization.</p>	<p>emergency mental health services, as described in CCR, Title 22, Section 51323 is the responsibility of KAISER, except as noted in the County MHP column on this subject and any other applicable regulatory guidance.</p> <p>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*.</p> <p>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.</p> <p>5. KAISER will cover all nonemergency medical transportation, necessary to obtain program covered services</p> <p>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</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
		<p>prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization.</p> <p>b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs.</p> <p>6. KAISER will cover and pay for medically necessary non-emergency medical transportation services when prescribed for a KAISER member by the MHP when authorization is obtained. KAISER will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by KAISER.</p>
<p>18. Consultation and Training</p>	<p>County MHP will facilitate consultation and training by County MHP providers with KAISER providers related to Specialty Mental Health Services including how to acquire access to County MHP Specialty Mental Health Services.</p>	<p>1. KAISER LMHP and PCP providers will be available to consult with County MHP and County MHP providers about KAISER Members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. For those KAISER Members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an County MHP provider, KAISER LMHP and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics:</p> <p>a) Acquiring access to covered</p>

**MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN EL DORADO COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC**

CATEGORY	County MHP	KAISER
		<p>KAISER medical services</p> <p>b) Treatment of physical symptoms precipitated by medications used to treat mental disorders</p> <p>c) Treatment of complicated sub-syndrome medical symptoms</p> <p>d) Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.</p>
<p>19. Term, Periodic Review of MOU and Termination of MOU</p>	<p>Effective from date signed by parties and shall remain in effect until terminated in the manner provided in this MOU.</p> <p>The parties shall mutually agree to at least annually review the MOU and determine if any modifications are necessary, or the parties may make modifications as necessary, as agreed to between the parties.</p>	<p>Effective from date signed by parties and shall remain in effect until terminated in the manner provided in this MOU.</p> <p>The parties shall mutually agree to at least annually review the MOU and determine if any modifications are necessary, or the parties may make modifications as necessary, as agreed to between the parties.</p>