AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN GOLD COAST HEALTH PLAN AND THE COUNTY OF VENTURA FOR SPECIALTY MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the Ventura County Medi-Cal Managed Care Commission dba Gold Coast Health Plan (GCHP) and the County of Ventura, through its Behavioral Health Department (VCBH). GCHP and VCBH may be referred to individually as a "Party" and collectively as the "Parties". Upon its execution, this MOU replaces and supersedes the previous MOU between the parties that was effective on July 1, 2020.

I. PURPOSE

A. The purpose of this MOU is to define GCHP'S responsibility for providing Non-Specialty Mental Health Services (NSMHS) to Medi-Cal Managed Care Plan (MCP) Members with **mild to moderate mental**, emotional or behavioral impairment, and VCBH's Mental Health Plan (MHP) responsibility for providing Specialty Mental Health Services (SMHS) to Medi-Cal MHP Beneficiaries (defined below) with **Serious Emotional Disturbance (SED - youth)** and **Serious and Persistent Mental Illness (SPMI – adults)**. This MOU also defines the GCHP and VCBH process for coordinating **Substance Use Disorder (SUD)** treatment services for Members and beneficiaries. This MOU further defines the GCHP and VCBH process for coordinating **Eating Disorders** treatment services for Members and Beneficiaries. Services include, but are not necessarily limited to, the process for screening, assessment and referral, medical necessity determination, care coordination, and the exchange of medical information. For purposes of this MOU, GCHP is the MCP.

II. DEFINITIONS

A. For this MOU, "**Beneficiary**" means a person who is/who has been determined eligible for Medi-Cal.

B. For this MOU, "Criteria for Access to SMHS" is defined as follows: For Beneficiaries 21 years of age or older, the MHP shall provide covered SMHS for Beneficiaries who meet both of the following criteria:

1. The Beneficiary has **one or both** of the following:

    a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

    AND/OR

    b. A reasonable probability of significant deterioration in an important area of life functioning.

    AND

2. The Beneficiary's condition as described in paragraph (1) is due to **either of the following**:

    a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems.

    OR

    b. A suspected mental disorder that has not yet been diagnosed.

For enrolled Beneficiaries under 21 years of age, VCBH shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled Beneficiaries who meet either of the following criteria:

1. The Beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2. The Beneficiary meets **both of the following** requirements:

    a. The Beneficiary has **at least one** of the following:

        i. A significant impairment

        AND/OR

        ii. A reasonable probability of significant deterioration in an important area of life functioning

        AND/OR

        iii. A reasonable probability of not progressing developmentally as appropriate.

        AND/OR

        iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

        AND

    b. The Beneficiary's condition as described in subparagraph (A) is due to **one of the following**:

        i. A diagnosed mental health disorder, according to the criteria of the current editions of the DSM and the International Statistical Classification of Diseases and Related Health Problems.

        OR

        ii. A suspected mental health disorder that has not yet been diagnosed.

        AND/OR

        iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

C. For this MOU, "**Eating Disorders**" are complex conditions involving both physical and psychological components. As such, effective treatment of eating disorders involves a combination of physical and mental health interventions, often provided through an integrated therapeutic modality, program, or setting. For Members under age 21, GCHP and VCBH are obligated to provide services necessary to correct or ameliorate eating disorders, whether or not such service is generally only available to adults over age 21.

D. For purposes of this MOU, "**Medical Necessity**" is defined as follows:

1. Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

2. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under California's Medi-Cal State Plan (Title XIX).

3. Mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as Early and Periodic Screening, Diagnostic, & Treatment (EPSDT) services. Services provided to a Beneficiary/Member must be medically necessary and clinically appropriate to address the Beneficiary's/Member's presenting condition.

E. For this MOU, **"Medical Necessity Criteria" for SUD** means:

1. Adult Beneficiaries must have one diagnosis from the DSM Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders and must meet the American Society of Addiction Medicine (ASAM) Criteria definition of medical necessity for services based on the ASAM Criteria.

2. Youth under 21 may be assessed to be at risk for developing a SUD, and if applicable, must meet the ASAM adolescent treatment criteria. Beneficiaries under age 21 are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, Beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health.

3. Covered and clinically appropriate Drug Medi-Cal Organized Delivery System (DMC-ODS) services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a DSM diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days if the Beneficiary/Member is under age 21, or if a provider documents that the Beneficiary/Member is experiencing homelessness and therefore requires additional time to complete the assessment.

F. For this MOU, **"Members"** means eligible Beneficiary who has enrolled in the MCP.

G. For this MOU, **"Non-Specialty Mental Health Services" (NSMHS)** are those outpatient services provided by the MCP to Members covered by the MCP per the following criteria:

1. Adults with mild-to-moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health disorder, as defined by the current DSM;

2. <21 years old to the extent they are eligible for services through the Medicaid EPSDT benefit, regardless of the level of distress or impairment, or the presence of a diagnosis;

3. Members of any age with potential mental health disorders not yet diagnosed.

H. For this MOU, **"Specialty Mental Health Services" (SMHS)** are those mental health services, medication support services, intensive day treatment, day rehabilitation, crisis intervention, crisis stabilization, adult residential treatment services, crisis residential treatment services, psychiatric health facility services, intensive care coordination for Beneficiaries under age 21, therapeutic behavioral services for Beneficiaries under age 21, therapeutic foster care for Beneficiaries under age 21, psychiatric inpatient hospital services, and targeted case management.

I. For this MOU, **"SUD Services"** are a continuum of care modeled after the ASAM Criteria for SUD treatment services under the DMC-ODS which allows for more local control and accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidenced based practices in substance abuse treatment, and coordinates with other systems of care. SUD services are authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Code, Section 14124.24; and California's Medicaid State Plan, including the DMC ODS 1115 Demonstration Waiver Standard Terms and Conditions.

III. SCOPE OF SERVICES

A. The criteria for mental health and SUD eligibility and the services provided for under this MOU are set forth in Exhibit A (Behavioral Health Services Description Chart for MCP; MHP), and in the Intergovernmental Agreement with Department of Health Care Services (DHCS) and VCBH for SUD and the MHP Contract for Specialty Mental Health Services. VCBH shall provide or arrange for provision of SMHS and SUD services for beneficiaries as described in the MHP and SUD contracts with the DHCS. GCHP shall provide or arrange for provision of outpatient mental health services and SUD treatment services as defined in Exhibit A, Section B., 3.7 and 4.0. for Members, in addition to the other covered health services specified in the GCHP MCP contract with the DHCS. The coverage of medications that may be necessary to treat SMHS are covered under the Fee For Service (FFS) program, Medi-Cal Rx, and are not a responsibility of GCHP.

B. Per DHCS BHIN 22-009 and APL 22-003, GCHP and VCBH share joint responsibility to also provide medically necessary services to Medi-Cal Beneficiaries/Members with eating disorders. Some treatments for eating disorders (both inpatient and outpatient SMHS) are covered by VCBH. Some treatments for eating disorders are covered by GCHP. Since eating disorders are complex conditions involving both physical and psychological symptoms and complications, the treatment typically involves blended physical health and mental health interventions, which GCHP and VCBH are jointly responsible to provide.

IV. MCP REQUIREMENTS TO PROVIDE NSMHS

A. GCHP shall provide or arrange for the provision of the following NSMHS:

1. Mental health evaluation and treatment, including individual group, and family psychotherapy.

2. Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.

3. Outpatient services for purposes of monitoring drug therapy.

4. Psychiatric consultation.

5. Outpatient laboratory, drugs[1], supplies and supplements.

B. GCHP shall provide or arrange for the provision of the NSMHS listed above for the following populations:

1. Member who are 21 years of age and older with mild to moderate distress, or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current DSM of Mental Health Disorders;

2. Members who are under the age of 21, to the extent they are eligible for services through the Medicaid EPSDT benefit, regardless of the level of distress or impairment, or the presence of a diagnosis; and

3. Members of any age with potential mental health disorders not yet diagnosed.

[1] Does not include medications covered under the Medi-Cal Rx Contract Drug List.

C. GCHP shall cover and pay for emergency room professional services as described in Section 53855 of Title 22 of California Code of Regulations (CCR). Services include the following:

1. All physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the Member; and

2. Facility and professional services and facility charges claimed by emergency departments.

D. GCHP must provide psychotherapy to Members under the age of 21 with specified risk factors or with persistent mental health symptoms in the absence of a mental health disorder. MCPs are also required to cover up to 20 individual and/or group counseling sessions for pregnant and postpartum individuals with specified risk factors for perinatal depression when sessions are delivered during the prenatal period and/or during the 12 months following childbirth.

E. Consistent with W&I Code section 14184.402(f), clinically appropriate and covered NSMHS are covered by MCPs (including GCHP) even when:

1. Services are provided prior to determination of a diagnosis, during the assessment period, or prior to a determination of whether NSMHS or SMHS access criteria are met;

2. Services are not included in an individual treatment plan;

3. The Member has a co-occurring mental health condition and SUD; or NSMHS and SMHS services are provided concurrently if those services are coordinated and not duplicated.

F. Members may concurrently receive NSMHS via an FFS or GCHP-contracted provider and SMHS via VCBH when the services are clinically appropriate, coordinated, and not duplicative. Service delivery disputes between VCBH and GCHP must be addressed in compliance with DHCS guidance regarding the applicable dispute resolution process.

G. GCHP shall provide covered substance use disorder services, including drug screening, assessments, brief interventions, and referral to treatment for Members ages 11 and older, including pregnant Members, in primary care settings and tobacco, alcohol, illicit drug screening in accordance with American Academy of Pediatrics Bright Futures for Children and United States Preventive Services Taskforce Grade A and B recommendations for adults.

H. GCHP shall provide or arrange for the provision of the following:

1. Medications for Addiction Treatment (MAT) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings; and

2. Emergency services necessary to stabilize the Member. Such services include involuntary inpatient detoxification as a benefit available to GCHP Members through the Medi-Cal FFS program.

V. REFERRAL PROTOCOLS

A. SMHS and SUD Referral Protocol

1. The screening, assessment, and referral process will be completed within a reasonable period that ensures timely access to services for all Beneficiaries/Members. GCHP and VCBH have developed and agreed to written policies and procedures for screening, assessment, and referral processes, including screening and assessment tools for use in determining if GCHP's contracted Managed Behavioral Health Organization (MBHO) or VCBH will provide mental health and substance use services, which include, but are not limited to, the following requirements:

a. GCHP's MBHO will conduct a mental health assessment for Members with a potential mental health condition using a tool mutually agreed upon with VCBH to determine the appropriate care needed.

b. VCBH will accept referrals from GCHP staff, providers, and Members' self-referrals for determination of medical necessity for SMHS. The GCHP Primary Care Physician (PCP) refers the Member to the GCHP MBHO provider for initial assessment and treatment (except in emergency situations or in cases when the Beneficiary/Member clearly has a significant impairment that the Beneficiary/Member can be referred directly to VCBH). If it is determined by the GCHP MBHO provider that the Member may meet SMHS medical necessity criteria, the GCHP MBHO provider refers the Member to VCBH for further assessment and treatment.

c. GCHP accepts referrals from VCBH staff, providers, and Members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within the GCHP MBHO network. VCBH refers to GCHP MBHO when the service needed is one provided by GCHP's MBHO and not VCBH, and when it has been determined by VCBH that the Member does not meet the access to SMHS criteria.

d. Subsequent to a specialty mental health evaluation, if the Member is found to have a behavioral health condition within the scope of primary care, the Member may be referred to the PCP by the specialty mental health provider.

2. GCHP providers will conduct an Alcohol Misuse Screening and Behavioral Counseling Interventions (formerly Screening, Brief Intervention and Referral to Treatment (SBIRT)) to Members ages 18 years or older who misuse alcohol, at least annually. Screening tools must be one of the following:

a. The Alcohol Use Disorder Identification Test (AUDIT)

b. The abbreviated AUDIT-Consumption (AUDIT-C)

c. A single-question screening, such as asking "How many times in the past year have you had 4 (for women and adults older than 65 years) or 5 (for me) or more drinks in a day?"

d. If Members screen positive, GCHP must offer at least one (max 3) evidence-based behavioral counseling intervention. If the Beneficiary/Member meets the criteria for an alcohol use disorder (AUD) per the DSM, refer to VCBH. Youth aged 18-21 are eligible for additional screening benefits under EPSDT.

VI. CARE COORDINATION/CLINICAL CONSULTATION

A. SMHS and SUD Care Coordination/Clinical Consultation

1. The parties shall manage Beneficiaries and Members at the point of care to ensure clinical integration between the parties, but not limited to the following:

a. Comprehensive substance use, physical, and mental health screening.

b. Beneficiary/Member engagement and participation in an integrated care program as needed;

c. Shared development of care plans by the Beneficiary/Member, caregivers and all providers;

d. Collaborative treatment planning with managed care;

e. Delineation of case management responsibilities;

f. A process for resolving disputes between the VCBH and the Medi-Cal managed care plan that includes a means for Beneficiaries/Members to receive medically necessary services while the dispute is being resolved;

g. Availability of clinical consultation, including consultation on medications;

h. Care coordination and effective communication among providers including procedures for exchanges of medical information;

i. Navigation support for patients and caregivers; and

j. Facilitation and tracking of referrals between systems including bidirectional referral protocol.

2. The parties have developed and agreed to policies and procedures for coordinating medical and SMHS and substance use disorder services for the Beneficiary/Member receiving services through VCBH and GCHP, including, but not limited to, the following:

a. Designation of liaisons who will ensure that ongoing care is initiated, provided, maintained and coordinated as mutually agreed upon in GCHP and VCBH protocols. The parties will exchange the names and contact information of their respective liaisons with each other promptly after the executive of this MOU;

b. Coordination of care for inpatient mental health treatment provided by VCBH, including a notification process between the inpatient mental health facility within 24 hours of admission and discharge to arrange for appropriate follow-up services;

c. A process for reviewing and updating the care plan of the Beneficiary/Member, as clinically indicated (i.e., following crisis intervention or hospitalization). The process must include triggers for updating care plans and coordinating with outpatient mental health providers;

d. Transition of care for the Beneficiary/Member transitioning to or from GCHP or VCBH services;

e. Transportation services provided for qualifying Members according DHCS All Plan Letter 17-010;

f. Direct transfers between psychiatric inpatient hospital services and inpatient hospital services required to address a Beneficiary's/Member's medical problems based on changes in the Beneficiary's/Member's mental health or medical condition;

g. Prescription drugs and laboratory services covered by GCHP and prescribed through VCBH; and

h. Regular meetings, at no less than two times per year, to review referral, care coordination, and information exchange protocols and processes;

B. Eating Disorders Care Coordination/Clinical Consultation

1. GCHP is contractually responsible for providing Comprehensive Medical Case Management Services, including coordination of care, to ensure the provision of all medically necessary services, whether those services are delivered within or outside of GCHP's provider network. These services are provided through either basic case, complex case, or Enhanced Care Management activities based on the medical needs of the Beneficiary. GCHP must coordinate all medically necessary care for Members, including locating, arranging, and following up to ensure services were rendered for partial

hospitalization and residential eating disorder programs, with the active participation, cooperation, and timely exchange of information by VCBH, when such treatment is medically necessary for a Member.

2. GCHP is responsible for the physical health components of eating disorder treatment and NSMHS, and VCBH is responsible for the SMHS components of eating disorder treatment, specifically:

    a. Any medically necessary service requiring shared responsibility (such as partial hospitalization and residential treatment for eating disorders) requires coordinated case management and concurrent review by both GCHP and VCBH.

3. Subject to all applicable laws, timely and complete exchange of information by both GCHP and VCBH is required for purposes of medical and behavioral health care coordination to ensure the Beneficiary's/Member's medical record is complete and GCHP can meet its care coordination obligations.

VII. CULTURAL AND LINGUISTIC SERVICES

The parties shall ensure to the extent possible that services and programs encompassed in this MOU meet the ethnic, cultural and linguistic needs of Beneficiaries and Members on a continuous basis.

VIII. OVERSIGHT RESPONSIBILITIES OF VCBH AND GCHP

A. GCHP contracts with an MBHO to arrange for and support the administration of NSMHS for GCHP. These MBHO services include the development of a contracted network of outpatient and professional mental health services providers for Members. All service provider contracts will comply with state and federal laws, meet all requirements under the MCP contract with DHCS, and comply with any Medi-Cal program or regulatory requirements applicable to GCHP with regard to service provider contracts. GCHP may refer Members for SUD services.

B. GCHP and VCBH's oversight and multidisciplinary clinical teams will participate in regular meetings, at no less than four times per year, of a clinical operations and oversight team which will oversee the ongoing management of the MOU and address such issues as screening, assessment, referrals quality improvement, problem and dispute resolution, care management and coordination, and the exchange of appropriate medical information. GCHP may delegate this responsibility to its MBHO.

IX. GRIEVANCES AND APPEALS

VCBH's policy and procedures on Member grievances and appeals complies with Sections 1810.216.6 and 1850.205-209 of Title 22 of CCR, and 45 Code of Federal Regulations part 438. GCHP has an established process for Members and service providers to submit their complaints and appeals regarding any aspect of the health care services they receive or fail to receive from GCHP. The parties shall ensure that covered medically necessary services required to treat the mental health or SUD condition, including prescription drugs, continue to be provided to Members while appeals are being resolved. Since the implementation of Medi-Cal Rx, all prescriptions drugs will be subject to the policies and procedures of Medi-Cal Rx, including the time period while appeals are being resolved.

X. DISPUTE RESOLUTION

A. The Parties agree to attempt, in the first instance, to resolve all disputes in good faith, collegially, effectively, and at the local level before submitting a dispute to the State for resolution. Avenues for collaboration, clarification, and resolution of disputes exist through regular collaborative meetings, ad hoc meetings to coordinate care for complex cases, and secure email. The local resolution policy should be exhausted within the below prescribed timeframes before filing the dispute with the State.

B. Pursuant to All Plan Letter (APL) 21-013, the provision of medically necessary services must not be delayed during the pendency of a dispute between an MHP and MCP. VCBH and GCHP shall coordinate to ensure

Members continue to receive medically necessary services, including SMHS and prescription drugs, while the dispute is being resolved. In addition, GCHP is responsible for the provision of case management and care coordination for all medically necessary services a Member needs, including those services that are the subject of a dispute between VCBH and GCHP. GCHP and VCBH shall work together to ensure that there is no duplication of services.

C. The Parties shall each appoint a liaison to oversee and ensure that care is coordinated between VCBH and GCHP and that problems regarding appropriate and continuous care are resolved. The Parties will each notify their respective service providers of the names and contact information of their respective liaisons as well as roles and responsibilities of the liaisons.

D. Each liaison will communicate within 24 hours with the other liaison any time that management identifies a clinical or administrative problem relating to the plan of care and treatment issues related to the care plan for a Member/Beneficiary requiring resolution. Upon such notification, the liaisons will make a good faith effort to discuss and negotiate timely resolutions that are in the best interest of the Beneficiary/Member and that are consistent with the Parties' legal and contractual obligations and roles and responsibilities as specified in this MOU.

E. If the parties' liaisons are unable to verbally resolve plan of care and treatment issues within five (5) working days, then either party may initiate a formal resolution process by sending the other party written notification of the issue(s) that requires formal resolution. The formal dispute resolution process must be completed within 15 business days of identifying the dispute. Information regarding clinical issues will be presented to the Parties' Medical Directors who will, within a three (3) week timeframe, provide written assessment or resolution to all involved staff. Administrative issues will be directed to the Parties' CEO/Directors who will, within a three (3) week timeframe, provide written assessment/resolution to all involved staff.

F. The Parties agree that this formal dispute resolution process will not result in delays to the Member's access to services while the decision from the formal dispute resolution process is pending. If the dispute involves GCHP continuing to provide services to a Member that GCHP believes requires SMHS from VCBH, then VCBH shall identify and provide GCHP 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 GCHP provider responsible for the Member.

G. If the matter remains unresolved after the 15-day timeframe, the Parties agree to follow the dispute resolution process in accordance with Section 1850.505 of Title 9 of CCR. Additional dispute resolution expectations are set forth below.

1. Within three (3) business days after a failure to resolve the dispute, either Party must submit a written "Request for Resolution" to DHCS. If VCBH submits the request, the Request for Resolution must be signed by VCBH's Director or designee. If GCHP submits the request, the Request for Resolution must be signed by GCHP's Chief Executive Officer. Any Request for Resolution submitted to DHCS must include the following, regardless of submitting Party:

    a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the Beneficiary/Member by either GCHP or VCBH, and the expected rate of payment for each type of service;

    b. A history of the attempts to resolve the issue(s);

    c. Justification for the desired remedy; and

    d. Any additional documentation that the requesting party deems relevant to resolve the disputed issue(s), if applicable.

2. The Request for Resolution must be submitted via *secure* email. VCBH will submit Requests for Resolution to DHCS's County and Provider Monitoring Section at CountySupport@dhcs.ca.gov, with copy sent to GCHP according to Section XXIII. GCHP will submit Requests for Resolution to DHCS's Managed Care Quality and Monitoring Division (MCQMD) at MCQMD@dhcs.ca.gov, with copy sent to VCBH according to Section XXXIII.

3. Following the submission of a Request for Resolution to DHCS by either party, the parties understand that DHCS will proceed to resolve the dispute within three (3) days of receipt according to Behavioral Health Information Notice No. 21-034 and APL 21-013 as follows:

    a. If DHCS receives the Request for Resolution from VCBH, then DHCS will forward a copy to the GCHP CEO via secure email ("Notification"). GHCP will then have three (3) business days to submit a response to the Request for Resolution and to provide any relevant documents to support its position. If GCHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by VCBH.

    b. If DHCS receives the Request for Resolution from GCHP, DHCS will forward a copy to VCBH. VCBH will then have three (3) business days to respond and provide relevant documents. If VCBH fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by GCHP.

    c. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to VCBH's director and GCHP's CEO.

4. If either GCHP or VCBH requests a rate of payment in its Request for Resolution, the following shall apply:

    a. If GCHP requests a rate of payment in its Request for Resolution and GCHP prevails, the requested rate shall be deemed correct, unless VCBH disputes the rate of payment in its response. If VCBH fails to respond, the Parties understand that DHCS will render a decision on the disputed issue(s) based on the documentation submitted by GCHP.

    b. If VCBH requests a rate of payment in its Request for Resolution and VCBH prevails, the requested rate shall be deemed corrected, unless GCHP disputes the rate of payment in its response. If GCHP fails to respond, the Parties understand that DHCS will render a decision on the disputed issue(s) based on the documentation submitted by VCBH.

5. Notwithstanding the foregoing, either party may seek to enter into an expedited dispute resolution process if a Member has not received a disputed service(s) and the party determines that the routine Dispute Resolution Process timeframe would result in serious jeopardy to the Beneficiary/Member's life, health, or ability to attain, maintain, or regain maximum function.

    a. Under this expedited process, GCHP and VCBH will have one (1) business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both parties will submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the Member.

    b. Under this expedited process, the parties understand that DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of the stated jeopardy to the Member.

H. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, GCHP or VCBH is required to comply with the requirements in Title 9, CCR section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.

I. While GCHP and VCBH may have policies and procedures for the resolution of disputes related to the provision of services outside the scope of this MOU, all disputes related to services provided pursuant to this MOU shall be resolved according to the provisions of this Section X (Dispute Resolution).

XI. INFORMATION EXCHANGE

A. The Parties shall each have policies and procedures to ensure timely sharing of information. The policies and procedures shall describe roles and responsibilities for sharing protected health information (PHI) for the purposes of medical, mental health and SUD care coordination per Title 9 CCR section 1810.370(a)(3) and in compliance with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d et seq.), 45 C.F.R. Parts 160 and 164) (HIPAA), the Confidentiality of Substance Use Disorder Patient Records (42 U.S.C. 290-dd-2, 42 C.F.R Part 2), the Lanterman-Petris Short Act (Welf. & Inst. Code §§5000 et seq.) and other State and federal privacy laws. For mental health, such information should include Beneficiary/Member demographic information, diagnosis, treatment plan, medications prescribed, laboratory results, referrals/discharges to/from inpatient and crisis services and known changes in condition that may adversely impact the Beneficiary's/Member's health and/or welfare. For SUD, the information should include any information, whether recorded or not, created by, received, or acquired by a Part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts). For the purpose of the regulations in this part, records include both paper and electronic records.

B. The Parties will develop policies and procedures that are consistent with the requirements of applicable laws to ensure that PCPs and SMHS providers with medical and psychological responsibility for the care of the patient are able to access one another's records for the benefit of care coordination. For the sharing of SUD information and records covered under 42 Code of Federal Regulations Part 2, the Parties shall seek patient consent to disclose records to the other Party for care coordination and reporting purposes.

XII. CONFIDENTIALITY

The parties agree to maintain and release confidential PHI and records in accordance with applicable State and federal laws and regulations. All information, records, data, and data elements collected and maintained for the operation of the MOU and pertaining to individual Beneficiaries/Members shall be protected by VCBH and GCHP from unauthorized disclosure.

XIII. REPORTING AND QUALITY IMPROVEMENT REQUIREMENTS

A. The parties shall hold regular meetings, at least quarterly, to review the referral and care coordination processes and to monitor Beneficiary/Member engagement and utilization.

B. The parties shall, at least quarterly, review referral and care coordination processes to improve quality of care and issue at least semi-annual reports summarizing quality findings in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between VCBH and GCHP.

C. The parties shall issue reports that track cross-system referrals, Beneficiary/Member engagement and service utilization to be determined in collaboration with DHCS, including but not limited to, the number of disputes between VCBH and GCHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access, and the dispositions/outcomes of those grievances. These reports shall also address utilization of mental health and SUD services by Beneficiary/Members receiving such services from VCBH and GCHP, as well as quality strategies to address duplication of services. Such reports will be provided for review at the regular meetings described above.

D. The parties shall establish performance measures and quality improvement initiatives in collaboration with DHCS.

XIV. AFTER HOURS POLICIES AND PROCEDURES

VCBH shall make necessary and appropriate arrangements to assure the availability of Covered Services to Beneficiaries/Members on a twenty-four (24) hours a day, seven (7) days a week basis. VCBH shall meet the applicable standards for timely access to care and services, taking into account the urgency of the need for the services.

XV. ACCESS DURING NON-BUSINESS HOURS

A. SUD Services

1. The Beneficiary/Member Access Line/Call Center serves as the central portal for individuals seeking SUD services or further information about SUD services. The Beneficiary/Member Access Line/Call Center is designed to be the principal portal point for general information inquiries, services provided, and relevant contact information, including location of substance use disorder sites. The Beneficiary/Member Access Line/Call Center telephone number, (844) 385-9200, is a toll-free number that has 24/7 capacity, and which provides accessible services in English as well as prevalent non-English languages (Spanish and others). This telephone number is also ADA-compliant (TTY).

2. Individuals seeking assistance for services during non-business hours, anytime outside of the normal business hours of Monday through Friday 8 am to 5 pm, may call the Beneficiary/Member Access Line/Call Center to access services. The Beneficiary/Member Access Line/Call Center staff will provide the needed SUD assistance. Calls that require screening and/or follow-up will be referred to appropriate level of care and care coordination team.

B. SMHS

1. Crisis intervention and stabilization services are available to individuals who are experiencing an urgent or emergent mental health crisis. Services are available on a 24/7 basis by mobile field response and/or by telephone. The multi-disciplinary Crisis Team staff provide rapid mental health services that are supportive and strength-based in nature and that assist the individual to remain in the least restrictive level of care possible. The Crisis Team serves individuals of all ages and responds to requests for services throughout Ventura County. The toll-free crisis telephone number, (866) 998-2243, is the access line and portal of entry to VCBH services. The Crisis Team staff address crisis matters, general information inquires, and requests for service from those seeking to enroll in behavioral health services. The Crisis Team staff provide post-crisis follow-up and they coordinate extensively with Screening, Triage, Assessment and Referral (STAR) and Rapid Integrated Support and Engagement (RISE) in engaging and facilitating linkage to VCBH, and/or to any other indicated resources or services. Referrals are individually customized to ensure that appropriate cultural and linguistic needs are accommodated.

XVI. MEMBER AND PROVIDER EDUCATION

The parties shall coordinate Beneficiary/Member and service provider information about access to covered SMHS, NSMHS, and SUD services. The parties shall each disseminate information to network service providers regarding the coordination of VCBH and GCHP services. VCBH shall provide consultation to PCP's or other contracted service providers, and/or GCHP staff as needed for Beneficiary/Members who meet the criteria for SMHS or SUD and whose condition will be treated by a VCBH provider. GCHP shall ensure that the Beneficiary's/Member's PCP provides consultation to VCBH service providers and/or VCBH staff for Beneficiaries/Members who meet criteria and whose condition will be treated by a VCBH provider.

XVII. MEDI-CAL AND MEDICAID PROGRAM PROVISIONS

The parties shall comply with the Medi-Cal and Medicaid program provisions that are stated in Exhibit D of this MOU.

XVIII. EATING DISORDERS FINANCIAL AND CONTRACTUAL RESPONSIBILITIES

A. GCHP is responsible for the physical health components of eating disorder treatment and NSMHS, and VCBH is responsible for the SMHS components of eating disorder treatment. The division of financial responsibility, per the respective care coordination/clinical consultation responsibilities listed above in Section VI, are as follows:

1. VCBH must pay for all medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

2. GCHP must pay for Members' inpatient hospitalizations due to physical health conditions, including hospitalizations due to physical complications of an eating disorder when psychiatric hospitalization criteria are not met. GCHP must pay for NSMHS for Members requiring these services.

3. GCHP must pay for emergency room professional services as described in Section 53855 of Title 22 of the California Code of Regulations. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services that are medically necessary to stabilize the Beneficiary/Member. Emergency services include professional services and facility charges claimed by emergency departments. E

4. For partial hospitalization and residential eating disorder programs, VCBH is responsible for paying for the medically necessary SMHS components and GCHP is responsible for the medically necessary physical health components. Each program and treatment plan is individualized, and services are typically bundled; therefore, unbundling services to determine physical and SMHS services is not feasible. As such, VCBH and GCHP have agreed upon the percentage responsibility for each respective entity as 50% GCHP responsibility and 50% VCBH responsibility for residential, day treatment and partial hospitalization levels of care. VCBH shall be responsible for payments to the providers for services that are covered by either VCBH or GCHP for enrolled Beneficiaries. Subsequently, VCBH shall submit invoices to GCHP for the agreed-upon percentage of bundled services that are the responsibility of GCHP, *e.g.,* the physical health components. GCHP shall make payments for such invoiced amounts to VCBH. The division of responsibility for establishing contractual agreements between GCHP and VCBH is as follows:

   a. GCHP shall contract for all medically necessary physical health-related eating disorder services and VCBH shall contract for all medically necessary psychiatric inpatient hospitalization and SMHS eating disorder services.

   b. VCBH shall be responsible for establishing contractual agreements with providers for day treatment/partial hospitalization and residential levels of care. VCBH shall also be responsible for developing utilization review for Member placement in day treatment/partial hospitalization/residential facilities.

   c. GCHP and VCBH shall ensure timely and appropriate collaboration to ensure that each party receives the information required to reimburse the respective percentages of services as set forth in Section XVIII.A.4 and to ensure coordination of care and nonduplication of services.

XIX. TERM AND TERMINATION

A. The term of this MOU shall commence on July 1, 2022, and terminate on June 30, 2023; however, this MOU may be extended by a subsequent written agreement of the Parties for up to two (2) additional fiscal years, from July 1, 2023 through June 30, 2025. This MOU may be terminated or amended in writing at any time by mutual written consent of the parties and may be terminated by either party for any reason by giving the other Party 30 days' advance written notice.

B. In addition, if one Party reasonably believes there is a material breach of the MOU, the non-breaching Party may terminate this MOU upon at least sixty (60) days written notice to the other party. The Party alleged to be in breach shall have thirty (30) days from receipt of such notice to cure the breach or provide a reasonable plan for correcting such breach as quickly as possible, otherwise the non-breaching Party may terminate the MOU at the conclusion of the sixty (60) day notice period.

XX. CONFLICT OF INTEREST

A. Any individual within either VCBH or GCHP who may have a conflict of interest with respect to any matter related to the operation of the MOU shall report the conflict of interest to both the VCBH and GCHP liaisons. The individual with a conflict of interest shall refrain from any activities during the operation of the MOU in which such conflicts are a consideration.

B. An individual shall be deemed to have a conflict of interest if there is any potential for personal, professional, or financial gain in the operation of the MOU, or any other involvement in the matter which may impair the staff member's objectivity during the operation of the MOU.

XXI. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS

VCBH and GCHP shall each be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, or any breach of confidentiality caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that party under this MOU.

XXII. JOINT POLICIES AND PROCEDURES

The policies and procedures referenced in this MOU, as amended from time to time, are listed below and attached in Exhibit C. The following policies are incorporated into this MOU: (1) HS-018 Mental Health Services, (2) Clinical Documentation – CA-84, (3) Accessing Specialty Mental Health Services – CA-53, and (4) Care Coordination – CA 80. In the event of a conflict between this MOU (including any of its provisions) and the policies and procedures listed in this Section XXII, this MOU and its provisions shall govern.

XXIII. NOTICE

Any notice or communication related to this MOU, including any change of address, which either party shall be required or may desire to make, shall be in writing and sent by certified mail, return receipt requested to the other party as follows:

If to GCHP:

GCHP Chief Executive Officer

711 E. Daily Drive, Suite #106

Camarillo, CA 93010

If to VCBH:

VCBH Contracts Administration

1911 Williams Drive, Suite 200

Oxnard, CA 93036

XXIV. ENTIRE AGREEMENT

This MOU contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, including the previous MOU between the parties that was effective on July 1, 2020, not embodied herein or incorporated herein by reference, shall be of any force or effect.

XXV. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

XXVI. DIGITAL SIGNATURES

The parties agree that this MOU may be transmitted and signed by electronic or digital means by either or both of the parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[signature on following page]

IN WITNESS WHEREOF, the parties have executed this MOU by their duly authorize representatives as of the dates written below.

GOLD COAST HEALTH PLAN

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY BEHAVIORAL HEALTH

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A, Attachment 1 BEHAVIORAL HEALTH SERVICES DESCRIPTION CHART FOR MEDI-CAL AND DRUG MEDI-CAL			
Mental Health Services			
DIMENSION	**Medi-Cal MCP[1] GCHP**	**MHP [2] OUTPATIENT VCBH**	**MHP INPATIENT**
ELIGIBILITY	Mild to Moderate Impairment in Functioning (NSMHS) A Member is covered by the MCP for NSMHS per the eligibility criteria listed above on page 1 (under DEFINITIONS) • Primary care providers identify the need for a mental health screening and refer to a specialist within their network. Upon assessment, the mental health specialists can assess the mental health condition and the level of impairment and refer Members that meet access criteria to the MHP for a Specialty Mental Health Services (SMHS) assessment. • When a Member's condition improves under SMHS and the mental health providers in the MCP and MHP coordinate care, the Member may return to the MH provider in the MCP network. *Note: Conditions that the current DSM identifies as relational problems are not covered, i.e., couples counseling or family counseling.*	Significant Impairment in Functioning (SMHS) A Member is eligible for SMHS if he or she meets criteria for access to SMHS listed above on page 1 (under DEFINITIONS). *Note: For Members under age 21 who meet criteria for EPSDT specialty mental health services, the criteria allow for a range of impairment levels[4] and include treatment that allows the child to progress developmentally as individually appropriate.*	A Member is eligible for services if he or she meets the following medical necessity criteria: 1. An included mental health diagnosis; 2. Cannot be safely treated at a lower level of care; 3. Requires inpatient hospital services due to one of the following which is the result of an included mental disorder: a. Symptoms or behaviors which represent a current danger to self or others, or significant property destruction; b. Symptoms or behaviors which prevent the Beneficiary/Member from providing for, or utilizing, food, clothing, or shelter; c. Symptoms or behaviors which present a severe risk to the Beneficiary's/Member's physical health; d. Symptoms or behaviors which represent a recent, significant deterioration in ability to function; e. Psychiatric evaluation or treatment which can only be performed in an acute psychiatric inpatient setting or through urgent or emergency intervention provided in the community or clinic; and f. Serious adverse reactions to medications, procedures or therapies requiring continued hospitalization.

1 GCHP Medi-Cal Managed Care Plan (MCP)

2 VCBH Mental Health Plan Medi-Cal Specialty Mental Health Services (MHP)

3 Current policy is based on DSM 5

4 As specified in regulations Title IX, Sections 1820.205 and 1830.205 for adults and 1830.210 for those under age 21

DIMENSION	Medi-Cal MCP[5] GCHP	MHP[6] OUTPATIENT VCBH	MHP INPATIENT
SERVICES	Mental health services when provided by licensed mental health care professionals (as defined in the Medi-Cal provider bulletin) acting within the scope of their license: • Mental health evaluation and treatment, including individual, group and family psychotherapy. •Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition. • Outpatient services for purposes of monitoring drug therapy. • Psychiatric consultation. • Outpatient laboratory, drugs (excluding medications covered under the Medi-Cal Rx Contract Drug List), supplies and supplements. • Emergency room professional services as described in Section 53855 of Title 22 of the California Code of Regulations. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the Member. Emergency services includes facility and professional services and facility charges claimed by emergency departments.	Medi-Cal Specialty Mental Health Services: • Mental Health Services o Assessment o Plan development o Therapy o Rehabilitation o Collateral • Medication Support Services • Day Treatment Intensive • Day Rehabilitation • Crisis Residential • Adult Crisis Residential • Crisis Intervention • Crisis Stabilization • Targeted Case Management	• Acute psychiatric inpatient hospital services • Psychiatric Health Facility Services • Psychiatric Inpatient Hospital • Professional Services if the Beneficiary/Member is in FFS hospital

5 GCHP Medi-Cal Managed Care Plan (MCP)

6 VCBH Mental Health Plan Medi-Cal Specialty Mental Health Services (MHP)

Substance Use Disorder Treatment Services

All clients who screen positive on the Screening, Brief Intervention, Assessment and Referral to Treatment (SBIRT) survey, will be referred to VCBH Substance Use Disorder Services (SUD) for further SUD assessment and treatment. In all SUD cases, the VCBH Managed Care Team shall determine the level of care based on ASAM Criteria in compliance with the Standard Terms and Conditions of the DMC-ODS Waiver.

Substance Use Disorder Treatment Services Adult Admissions Criteria Using ASAM Criteria								
LEVEL	**1.0 Outpatient**	**2.1 Intensive Outpatient**	**3.1 Clinically Managed Low Intensity Residential**	**3.2-WM Residential Withdrawal Management**	**3.3 Clinically Managed Medium Intensity Residential**	**3.5 Clinically Managed High-Intensity Residential Treatment**	**3.7 Medically Monitored Inpatient Withdrawal Management**	**4.0 Medically Managed Intensive Inpatient**
PROVIDERS	County Clinics and Contracted Providers	County Clinics	(Contracted Providers)	(Contracted Providers)	(Contracted Providers)	(Contracted Providers)	Chemical Dependency Recovery Hospital or Free Standing Psychiatric Hospital	Chemical Dependency Recovery Hospital or Free Standing Psychiatric Hospital
DIMENSION 1 Acute Intoxication and/or Withdrawal Potential	No significant withdrawal or at minimal risk for severe withdrawal	Minimal risk of severe withdrawal	Not at risk of withdrawal or experiencing minimal or stable withdrawal	High withdrawal risk; experiencing symptoms of withdrawal, or there is evidence of imminent withdrawal	Not at risk of severe withdrawal	Minimal risk of severe withdrawal at III.3 or III.5 If withdrawal is present, it meets Level III.2-D	High withdrawal risk, manageable withdrawal risk	High risk of withdrawal requiring full licensed hospital services
DIMENSION 2 Biomedical Conditions and Complications	None or v. stable, or patient is receiving concurrent medical monitoring	None or not a distraction from treatment. i.e., manageable at Level II.	None or stable, or patient is receiving concurrent medical monitoring	None or mild, or patient is receiving concurrent medical monitoring	None or stable, or patient is receiving concurrent medical monitoring	None or stable, or patient is receiving concurrent medical monitoring	Requires 24-hour medical monitoring	Requires 24 hour medical and RN care

Substance Use Disorder Treatment Services Adult Admissions Criteria Using ASAM Criteria								
LEVEL	**1.0 Outpatient**	**2.1 Intensive Outpatient**	**3.1 Clinically Managed Low Intensity Residential**	**3.2-WM Residential Withdrawal Management**	**3.3 Clinically Managed Medium Intensity Residential**	**3.5 Clinically Managed High-Intensity Residential Treatment**	**3.7 Medically Monitored Inpatient Withdrawal Management**	**4.0 Medically Managed Intensive Inpatient**
PROVIDERS	County Clinics and Contracted Providers	County Clinics	(Contracted Providers)	(Contracted Providers)	(Contracted Providers)	(Contracted Providers)	Chemical Dependency Recovery Hospital or Free Standing Psychiatric Hospital	Chemical Dependency Recovery Hospital or Free Standing Psychiatric Hospital
DIMENSION 3 Emotional Behavior or Cognitive Conditions and Complications	None or very stable, or patient is receiving concurrent mental health monitoring	Mild severity, with potential to distract from recovery; patient needs monitoring	None or minimal; not distracting to recovery	None to Mild severity; need structure to focus on recovery; if stable, a co-occurring disorder capable program is appropriate	Mild to moderate severity; patient needs structure to focus on recovery.	Patient demonstrates repeated inability to control impulses or personality disorder requires structure to shape behavior	Moderate severity, requires 24-hour structured setting	Severe and unstable problems: requires 24-hour psychiatric care with concomitant addictions treatment
DIMENSION 4 Readiness to Change	Patient is ready for recovery but need motivating and monitoring strategies to strengthen readiness, or high severity in this but not other dimensions	Variable engagement in treatment, ambivalence or lack of awareness of the substance use or mental health problem. Requires structured program several times a week to promote progress	Patient open to recovery, but needs structured environment to maintain therapeutic gains	Patient has little awareness and needs motivational strategies to engage and stay in treatment in 24-hour structured setting	Little awareness and needs interventions only available at Level III.3 to engage and stay in treatment -or- High severity in this dimension no in others	Marked differently with or opposition to treatment with dangerous consequences. -or- High severity in this dimension but no in others	Low interest in treatment, needs motivational strategies in 24-hour structured setting	Low interest in treatment, needs motivational strategies in 24-hour structured setting

Substance Use Disorder Treatment Services Adult Admissions Criteria Using ASAM Criteria								
LEVEL	**1.0 Outpatient**	**2.1 Intensive Outpatient**	**3.1 Clinically Managed Low Intensity Residential**	**3.2-WM Residential Withdrawal Management**	**3.3 Clinically Managed Medium Intensity Residential**	**3.5 Clinically Managed High-Intensity Residential Treatment**	**3.7 Medically Monitored Inpatient Withdrawal Management**	**4.0 Medically Managed Intensive Inpatient**
PROVIDERS	County Clinics and Contracted Providers	County Clinics	(Contracted Providers)	(Contracted Providers)	(Contracted Providers)	(Contracted Providers)	Chemical Dependency Recovery Hospital or Free Standing Psychiatric Hospital	Chemical Dependency Recovery Hospital or Free Standing Psychiatric Hospital
DIMENSION 5 Relapse, Continued Use or Continued Problem Potential	Able to maintain abstinence or control use and pursue recovery or motivational goals with minimal support	Intensification of addiction or mental health symptoms indicate high likelihood of continued problems/use without close monitoring and support several times weekly	Patient understands relapse but needs structure to maintain therapeutic gains	Patient has little awareness and need intervention available to prevent continued use, with imminent dangerous consequences because of cognitive deficits	Little awareness and needs interventions available only at Level III.3 to prevention continued use, with imminent dangerous consequences due to cognitive deficits or comparable dysfunction	No recognition of the skills needed to prevent continued use with imminently dangerous consequences	Challenges controlling use at less intensive care levels	Needs secure placement for stabilization while imminently dangerous; continued use/relapse risk is severe
DIMENSION 6 Recovery Environment	Recovery environment is supportive and/or patient has skills to cope	Recovery environment is not supportive but patient can cope given structure and supports	Environment is dangerous but recovery is achievable if this level is available	Environment is not supportive of detoxification and entry into treatment and patient needs 24-hour structure to learn to cope	Environment is dangerous and patient needs 24-hour structure to learn to cope	Environment is dangerous and patient lacks skills to cope outside of a highly structure 24-hour setting	Dangerous environment	Needs immediate separation from a toxic environment; needs assertive assistance

Exhibit B

CARE COORDINATION

Service	GCHP	VCBH
Screening and Assessment	Provide Members all covered health care services as specified in GCHP's Medi-Cal Managed Care (MCP) contract with DHCS, including outpatient mental health services. Access to Primary Care Providers (PCPs) 24 hours a day, 7 days a week, who provide covered medical services and who can refer Members for outpatient mental health services and specialty mental health services. Ensure that PCPs are responsible for providing the following types of diagnostic assessments: 1) Ruling out general medical conditions causing psychiatric symptoms. 2) Identifying and treating those general medical conditions that are causing or exacerbating psychiatric symptoms. Provide or arrange for a mental health assessment for Members with a potential mental health condition. Conduct an Alcohol Misuse Screening and refer clients to VCBH's SUD services for further assessment if indicated. GCHP may provide medication consultation service to Members, who do not meet criteria for specialty mental health services, but who have not responded adequately to prescribed medications.	<u>Mental Health Services</u> VCBH Screening, Triage, Assessment & Referral (STAR) 24-hour, toll-free telephone number (866-998- 2243) will serve as the point of contact for Beneficiaries/Members seeking specialty mental health services, EPSDT supplemental specialty mental health services, crisis intervention, and/or information regarding specialty mental health services. Conduct screening and assessment for Beneficiaries/Members to determine whether medical necessity for specialty mental health services is met. Patients who seek specialty mental health services, but do not meet criteria, will be directed to the appropriate level of mental health care. <u>SUD Services</u> The SUD Care Management Team/24-hour Beneficiary/Member Access Line at 1-844-385-9200 shall determine the level of care based on ASAM Criteria in compliance with the Standard Terms and Conditions of the DMC-ODS Waiver.
Referral	Accepts referrals from VCBH staff, providers and Members' self-referral for assessment, make a determination of medical necessity for outpatient mental health or SUD services and provide referrals within GCHP's mental health or SUD provider network. If it is determined that the Member may meet specialty mental health or SUD services medical necessity criteria, GCHP will refer Members to VCBH for further assessment and treatment. Ensure that PCPs refer Members, following a diagnostic assessment, whose psychiatric condition or SUD is not responsive to health care to the VCBH STAR Team to triage the Members' needs in order to determine if medical necessity criteria for specialty mental health services are met, or to the VCBH Care Coordination team to triage the Members' needs in order to determine if medical necessity criteria for SUD treatment services are met.	VCBH refers to GCHP when the service needed is one provided by GCHP and not VCBH, and it has been determined that the Member does not meet the specialty mental health services or SUD medical necessity criteria. Members may contact STAR, the VCBH 24/7 toll-free telephone number (1-866-998-2243) to access crisis intervention services, acquire information about or to request specialty mental health services. Members may contact the SUD Care Management Team/24-hour Member Access Line at 1-844-385-9200 to access crisis intervention services, acquire information about, or to request SUD services.

Service	GCHP	VCBH
	Following a diagnostic assessment that determines the Members' psychiatric condition or substance use disorder is not or is unlikely to be responsive to primary mental health care treatment, PCPs may refer the Members to the VCBH STAR Team for screening/triage to determine if medical necessity criteria for specialty mental health services are met, or to the SUD Care Management team to triage the Members' needs in order to determine if medical necessity criteria for SUD treatment services are met. Ensure that GCHP PCPs follow guidelines and procedures, provided by GCHP for referrals to specialty mental health services through STAR. With the appropriate consents for release of confidential information, provide VCBH with timely referral information, in the event that a Member has self-referred through STAR. Request that Members being treated by VCBH sign a consent to share confidential information, in compliance with all state and federal regulations regarding the release of such information, so that coordination of care with the PCP may be achieved. Ensure that GCHP providers follow-up with VCBH providers on any requests, assessment, test results, treatment plans, etc., as needed. Ensure that GCHP providers accept referrals from behavioral health providers for medical consults. For individuals identified as requiring alcohol or SUD treatment services, GCHP shall arrange for their referral to the county department responsible for substance use treatment. If services are not available through the county, GCHP shall refer to other community resources and/or to outpatient heroin detoxification providers available through the Medi-Cal FFS program.	Physicians may access urgent and emergency mental health services, on behalf of their patients, by contacting the VCBH 24/7 toll-free telephone number (1- 866-998-2243). To access urgent and emergency SUD services on behalf of their patients, physicians may call the Care Management Team/24-hour Member Access Line at 1-844-385-9200. Physicians referring patients for routine specialty out-patient mental health services, or for a medication consultation, should submit an e-referral to the VCBH specialty referral center. Those without access to e-referral system may submit the standard written forms (provided by VCBH). Referrals will be processed by staff of VCBH to determine whether the patient meets criteria for specialty mental health services. In all SUD cases, the Care Management Team shall determine the level of care based on ASAM Criteria in compliance with the Standard Terms and Conditions of the DMC-ODS Waiver. Beneficiaries who do not meet criteria for specialty mental health services and do not have Gold Coast Medi-Cal, will be referred back to the referring PCP or community based mental health provider with recommendations for alternative treatment resources to meet the client's need. If the Beneficiary/Member has Gold Coast Medi-Cal, they will be referred to Beacon for mental health services. Beneficiaries seen for a medication consultation will also be referred back to the referring party for continued management. Request that Beneficiaries being treated by VCBH sign a consent to share confidential information –42 CFR Part 2 compliant for SUD Beneficiaries, in compliance with all state and federal regulations regarding the release of such information, so that coordination of care with the PCP may be achieved. Request information from the Member's PCP, such as additional diagnostic services, that may be necessary in order to evaluate or treat a specialty mental health condition. Refer Members back to the Member's PCP (or attending physician) with assessment results, recommendations for further testing, diagnosis, and/or treatment/medication recommendations etc. when required medical necessity criteria for specialty mental health services is not met.

Service	GCHP	VCBH
		Follow the required Title 9, CCR Chapter 11 Beneficiary/Member appeal and grievance process when services are denied, modified or reduced. Continue to provide services at existing levels until the appeal processes are completed.
Coordination of Care	Require coordination of care by GCHP PCPs for Members who simultaneously use VCBH services, including but not limited to retrospective monitoring of members who receive psychotropic medications. GCHP shall assist Members in locating available treatment service sites. To the extent that treatment slots are unavailable in the county alcohol and SUD treatment program within GCHP's service area, GCHP shall pursue placement outside the area. GCHP shall continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and SUD treatment and coordinate services between PCP and treatment programs. GCHP shall continue to identify individuals requiring alcohol and/or SUD treatment services and refer these individuals to county treatment programs. GCHP shall provide all preventive services for Members who are 21 years of age or older consistent with United States Preventive Services Task Force (USPSTF) Grade A and B recommendation.	Require VCBH mental health and SUD providers coordinate care with the Member's PCP and identified caregivers (in accordance with applicable state and federal protected health information or client/patient confidentiality regulations) including medication regimens and laboratory services.
After-Hours Care Access	After-hours behavioral health access is provided by GCHP through the MBHO at 1-855-765-9702.	After-hours and mental health emergency access is provided 24 hours, seven days/week at 1-866-998-2243. After-hours SUD services is provided 24 hours a day/seven days/week at 1-844-385-9200.
Pharmaceutical Services and Prescribed Drugs	All pharmaceutical services and prescribed drugs are covered under the program Medi-Cal Rx. Medi-Cal Rx is administered by Magellan Medicaid Administration (MMA). MMA will provide all services related to the prescribing of medications, including claim processing, prior authorization and appeal processing, and pharmacy help desk services for Member, prescribing providers, etc. Request its providers prescribe and monitor the effects and side effects of psychotropic medications prescribed and covered by GCHP for those Members whose psychiatric conditions or substance use disorder conditions are under treatment. GCHP will continue to provide drug utilization review (DUR) services and assist with coordination of care for escalated issues related to medications as necessary.	Ensure all VCBH's prescribing providers are screened and enrolled with DHCS as Ordering, Referring, and Rendering (ORP) Providers. Request providers prescribe and monitor the effects and side effects of psychotropic medications for those Members under specialty mental health treatment. Follow Medi-Cal Rx procedures for an Authorization Request whenever a medically necessary covered medication requires special authorization (such as "off-formulary"). GCHP may assist with coordination of care for escalated issues related to medications as necessary.

Service	GCHP	VCBH
	Invite representation from VCBH to participate in the Pharmacy and Therapeutics Committee discussions which involve drug utilization review of psychotropic medications.	Coordinate with Medi-Cal Rx's Pharmacy Benefits Manager, MMA, and the Medi-Cal Rx contracted pharmacies in order to access the Medi-Cal RX Contract Drug List (CDL). This will ensure that Members have access to all medically necessary medications, unless otherwise stipulated by state regulation.
Laboratory Services	Provide coverage for medically necessary clinical laboratory tests and radiology services, required for diagnostic, monitoring and treatment purposes and/or to administer and manage psychotropic medications prescribed by VCBH providers, for Members which are not part of psychiatric hospitalization. In a timely manner, provide VCBH with written procedures for obtaining authorization of laboratory and radiology services, as well as a list of contracted providers, updated as necessary.	Utilize services of GCHP contracted laboratory providers as needed, for medically necessary diagnostic purposes and/or for the administration and management of psychotropic medications. Coordinate with the Member's PCP, when practical for all ordered laboratory services.
Emergency Department Services	Provide coverage for the medically necessary covered Emergency Department physician and facility charges for Emergency Department visits.	Crisis team to provide urgent crisis intervention and stabilization services for individuals in Emergency Department settings ~~for~~ where members undergo assessment, treatment, and/or evaluation in accordance with the provisions of the California Welfare & Institutions Code, Section 5150, et seq.
Medical Transportation	Provide coverage for medical transportation as described in DHCS All Plan Letter 17-010.	Arrange and provide coverage for inter-facility transportation of Members needing transport from one psychiatric inpatient facility to another psychiatric inpatient facility or another type of 24-hour psychiatric care facility. Refer to Title 9 CCR, Division 1, Chapter 11, §1810.355 and MMCD Policy Letter No. 00-01 REV.
Services for Intellectually Disabled Members	Transfer Members to the Tri-Counties Regional Center for non-medical services such as respite care, out of home placement, and supportive living, if such services are needed.	For SUD Members with a diagnosed Intellectual Disability, all SUD Plan services are available. The SUD Care Management team will coordinate any services that are needed beyond those offered by VCBH. For SMHS, refer Members receiving specialty mental health services to the Tri-Counties Regional Center if treatment for a condition meeting Title 9, Chapter 11 specialty mental health medical necessity criteria requires non-medical services such as respite care, out of home placement, supportive living, etc. VCBH will inform the Member's PCPs of such referrals.

EXHIBIT C

JOINT POLICIES AND PROCEDURES

Exhibit C includes the following policies: (1) HS-018 Mental Health Services, (2) Clinical Documentation – CA-84, (3) Accessing Specialty Mental Health Services – CA-53, and (4) Care Coordination – CA 80.

See attached policies

POLICY AND PROCEDURE	
TITLE: Mental Health Services	
DEPARTMENT: Health Services	**POLICY #:** HS-018
EFFECTIVE DATE: 1/26/2011	**REVIEW/REVISION DATE:** 12/14/2021, 05/31/2022
COMMITTEE APPROVAL DATE: 06/10/22	**RETIRE DATE:** MM/YY
PRODUCT TYPE: Medi-Cal	**REPLACES:**
	CEO SIGNATURE:

I. Purpose

A. To describe the means for providing mental health services to members of Gold Coast Health Plan (GCHP).

II. Policy

A. Mental health is an important factor in health and wellbeing. County Mental Health Plans (MHPs) are responsible for covering all medically necessary specialty mental health services (SMHS) pursuant to Section 1396d(r) of Title 42 of the United States Code and the Specialty Mental Health Services (SMHS) Program Waiver under Section 1915(b) for Medi-Cal beneficiaries who meet specified criteria for services, which differ for adult beneficiaries and for beneficiaries under age 21. SMHS are defined and detailed in the County MHP contract. Consistent with the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) mandate, County MHPs are responsible for providing all medically necessary SMHS for beneficiaries under the age of 21.

B. For Medi-Cal members in Ventura County, mental health services have been delegated by DHCS to both Ventura County Behavioral Health (VCBH) as the Mental Health Plan (MHP) and to Gold Coast Health Plan (as Medi-Cal Managed Care Plan, or MCP). VCBH provides SMHS and substance use disorder (SUD) treatment, and through a Managed Behavioral Health Organization (MBHO), GCHP provides nonspecialty mental health services (NSMHS).

II. NO WRONG DOOR

A. Consistent with W&I Code section 14184.402(f), clinically appropriate and covered NSMHS are covered by MCPs (including GCHP) even when:

1. Services are provided prior to determination of a diagnosis, during the assessment period, or prior to a determination of whether NSMHS or SMHS access criteria are met;
2. Services are not included in an individual treatment plan;
3. The Member has a co-occurring mental health condition and SUD; or NSMHS and SMHS services are provided concurrently if those services are coordinated and not duplicated.

B. Members may concurrently receive NSMHS via an FFS or GCHP-contracted provider and SMHS via VCBH when the services are clinically appropriate, coordinated, and not duplicative. Service delivery disputes between VCBH and GCHP will be addressed in compliance with DHCS guidance regarding the applicable dispute resolution process.

1. NSMHS Provided During the Assessment Period Prior to a Determination of a Diagnosis or Prior to Determination of Whether NSMHS Criteria Are Met
Clinically appropriate and covered NSMHS delivered by GCHP providers are covered by GCHP during the assessment process prior to the determination of a diagnosis or a determination that the member meets criteria for NSMHS. GCHP will not deny or disallow reimbursement for NSMHS provided during the assessment process described above if the assessment determines that the member does not meet the criteria for NSMHS or meets the criteria for SMHS.

Likewise, VCBH must not deny or disallow reimbursement for SMHS services provided during the assessment process if the assessment determines that the member does not meet criteria for SMHS or meets the criteria for NSMHS.

2. <u>NSMHS Not Included in an Individual Treatment Plan</u>
Clinically appropriate and covered NSMHS delivered by GCHP providers are covered Medi-Cal services whether or not the NSMHS were included in an individual treatment plan.

3. <u>Co-occurring Substance Use Disorder</u>
Clinically appropriate and covered NSMHS delivered by GCHP providers are covered by MCPs whether or not the member has a co-occurring SUD. GCHP will not deny or disallow reimbursement for

NSMHS provided to a member who meets NSMHS criteria on the basis of the member having a co-occurring SUD, when all other Medi-Cal and service requirements are met. Similarly, clinically appropriate and covered SUD services delivered by GCHP providers (e.g., alcohol and drug screening, assessment, brief interventions, and referral to treatment; MAT) are covered by GCHP whether or not the member has a co-occurring mental health condition. Likewise, clinically appropriate and covered SMHS are covered by VCBH whether or not the member has a co-occurring SUD. Similarly, clinically appropriate and covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services delivered by VCBH providers are covered, whether or not the member has a co-occurring mental health condition.

4. Concurrent NSMHS and SMHS

   Members may concurrently receive NSMHS from a GCHP provider and SMHS via a VCBH provider when the services are clinically appropriate, coordinated and not duplicative. When a member meets criteria for both NSMHS and SMHS, the member should receive services based on the individual clinical need and established therapeutic relationships. GCHP will not deny or disallow reimbursement for NSMHS provided to a member on the basis of the member also meeting SMHS criteria and/or also receiving SMHS services, provided that the concurrent services are clinically appropriate, coordinated and not duplicative. Likewise, VCBH must not deny or disallow reimbursement for SMHS provided to a member on the basis of the member also meeting NSMHS criteria and/or receiving NSMHS services, provided that the concurrent services are clinically appropriate, coordinated and not duplicative.

   Any concurrent NSMHS and SMHS for adults, as well as children under 21 years of age, will be coordinated between GCHP and VCBH to ensure member choice. GCHP and VCBH will coordinate to facilitate care transitions and guide referrals for members receiving NSMHS to transition to a SMHS provider and vice versa, ensuring that the referral loop is closed, and the new provider accepts the care of the member. Such decisions should be made via a patient-centered shared decision-making process.

   Members with established therapeutic relationships with a MCP provider may continue receiving NSMHS from the MCP provider (billed to the MCP), even if the member simultaneously receives SMHS from a MHP provider (billed to the MHP), as long as the services are

coordinated between the delivery systems and are non-duplicative (e.g., a member may only receive psychiatry services in one network, not both networks; a member may only access individual therapy in one network, not both networks).

Members with established therapeutic relationships with a MHP provider may continue receiving SMHS from the MHP provider (billed to the MHP), even if the member simultaneously receives NSMHS from a MCP provider (billed to the MCP), as long as the services are coordinated between these delivery systems and are non-duplicative.

III. MCP REQUIREMENTS TO PROVIDE NSMHS

A. GCHP shall provide or arrange for the provision of the following NSMHS:

1. Mental health evaluation and treatment, including individual group, and family psychotherapy.
2. Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.
3. Outpatient services for purposes of monitoring drug therapy.
4. Psychiatric consultation.
5. Outpatient laboratory, drugs, supplies and supplements.
6. GCHP shall provide or arrange for the provision of the NSMHS listed above for the following populations:
   a. Member who are 21 years of age and older with mild to moderate distress, or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current DSM of Mental Health Disorders;
   b. Members who are under the age of 21, to the extent they are eligible for services through the Medicaid EPSDT benefit, regardless of the level of distress or impairment, or the presence of a diagnosis; and
   c. Members of any age with potential mental health disorders not yet diagnosed.

B. As defined in State law, Medi-Cal MCPs are responsible for providing covered nonspecialty mental health services to adult beneficiaries with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders, as well as beneficiaries

with potential mental health disorders not yet diagnosed. Consistent with the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) mandate under Social Security Act (the Act) § 1905(r), Medi-Cal MCPs are responsible for providing all medically necessary nonspecialty mental health services for beneficiaries under the age of 21.

C. GCHP shall cover and pay for emergency room professional services as described in Section 53855 of Title 22 of California Code of Regulations (CCR). Services include the following:

    1. All physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the Member, including voluntary inpatient detoxification through the Medi-Cal FFS program; and
    2. Facility and professional services and facility charges claimed by emergency departments.

D. GCHP must provide psychotherapy to Members under the age of 21 with specified risk factors or with persistent mental health symptoms in the absence of a mental health disorder. MCPs are also required to cover up to 20 individual and/or group counseling sessions for pregnant and postpartum individuals with specified risk factors for perinatal depression when sessions are delivered during the prenatal period and/or during the 12 months following childbirth.

E. VCBH

    1. VCBH provides covered SMHS for beneficiaries 21 and older who meet both of the following criteria:
    2. The beneficiary has one or both of the following: significant impairment, where impairment is defined as distress, disability or dysfunction in social, occupational, or other important activities and/or a reasonable probability of significant deterioration in an important area of life functioning.
    3. The beneficiary's condition described in (1) is due to either of the following:
        a. A diagnosed DSM mental health disorder or
        b. A suspected mental health disorder not yet diagnosed.

F. VCBH provides covered SMHS for beneficiaries under 21 years old who meet either of the following criteria (1 or 2 below):

4. The beneficiary has a condition placing them at high risk for a mental health disorder due to experiencing trauma evidenced by least one of the following:
    a. Scoring in the high-risk range on a trauma screening tool approved by Medi-Cal
    b. Involvement in the child welfare system
    c. Juvenile justice involvement, or
    d. Experiencing homelessness; OR

5. The beneficiary has at least one of the following:
    a. A significant impairment,
    b. A reasonable probability of significant deterioration in an important area of life functioning,
    c. A reasonable probability of not progressing developmentally as appropriate,
    d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide; AND

6. The beneficiary's condition in (2) above is due to at least one of the following:
    a. A diagnosed mental health disorder, according to the criteria of the current Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems,
    b. A suspected mental health disorder that has not yet been diagnosed, or
    c. Significant trauma placing the recipient at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

IV. RESPONSIBILITY FOR EATING DISORDER SERVICES

A. MCPs and MHPs share a joint responsibility to provide medically necessary services to Medi-Cal beneficiaries with eating disorders. Some treatment for eating disorders (both inpatient and outpatient SMHS) is covered by MHPs. Some treatment for eating disorders is also covered by MCPs. Since eating disorders are complex conditions involving both physical and psychological symptoms and complications, the treatment typically involves blended physical health and mental health interventions, which MCPs and MHPs are jointly responsible to provide.

B. For members under age 21, GCHP and VCBH are obligated to provide services necessary to correct or ameliorate eating disorders, whether or not such service is generally only available to adults over age 21.
C. As MCPs are contractually responsible for providing Comprehensive Medical Case Management Services, including coordination of care, to ensure the provision of all medically necessary services, whether those services are delivered within or outside of the MCP's provider network, GCHP must coordinate all medically necessary care for members, with the active collaboration of VCBH, including locating, arranging, and following up to ensure services were rendered for partial hospitalization and residential eating disorder programs, when such treatment is medically necessary for a member.

    a. GCHP is responsible for the physical health components of eating disorder treatment and NSMHS, and VCBH is responsible for the SMHS components of eating disorder treatment, specifically: For partial hospitalization and residential eating disorder programs, VCBH is responsible for the medically necessary SMHS components, and GCHP is responsible for the medically necessary physical health components. VCBH will provide, or arrange and pay for, medically necessary psychiatric inpatient hospitalization and outpatient SMHS.
    b. VCBH will provide 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. MCPs must also provide or arrange for NSMHS for members requiring these services.
    c. GCHP will cover and pay for emergency room professional services as described in Section 53855 of Title 22 of the California Code of Regulations. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services that are medically necessary to stabilize the member. Emergency services include professional services and facility charges claimed by emergency departments

1. The MOU between GCHP and VCBH outlines the mutually agreed upon arrangement to cover the cost of medically necessary services provided in partial hospitalization and residential eating disorder programs. This includes an agreement on the bundle of services, unit costs, and total costs associated with an episode or case of eating

disorder treatment. If cases arise where GCHP and VCBH cannot agree on how to divide financial responsibility, the MOU requires GCHP and VCBH to split the costs equally.

a. The MOU includes details about which plan will be responsible for establishing contracts detailing payment mechanisms with providers.
b. The MOU includes a requirement that any medically necessary service requiring shared responsibility (such as partial hospitalization and residential treatment for eating disorders) requires coordinated case management and concurrent review by both GCHP and VCBH.
c. The MOU specifies procedures to ensure timely and complete exchange of information by both VCBH and GCHP for the purposes of medical and behavioral health care coordination to ensure the member's medical record is complete and the MCP can meet its care coordination obligations.

V. Definitions

Nonspecialty Mental Health Services: mental health evaluation and treatment, including individual, group and family psychotherapy, psychological and neuropsychological testing, outpatient services for monitoring of drug therapy, psychiatric consultation, outpatient laboratory, drugs, supplies and supplements, with the exception of separately billable psychiatric drugs claimed by outpatient pharmacy provider through Medi-Cal RX.

Medical Necessity for NSMHS In accordance with W&I Code sections 14059.5 and 14184.402, for individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the USC. The federal EPSDT mandate requires states to furnish all appropriate and medically necessary services that could be covered under a Medicaid State Plan (as described in 42 USC Section 1396d(a)) as needed to correct or ameliorate health conditions, including behavioral health conditions, discovered by a screening service, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance from CMS, behavioral health services, including NSMHS, need not be curative or completely restorative to ameliorate a behavioral health condition. Services that sustain, support, improve, or make more tolerable a behavioral health condition are considered to ameliorate the condition and are thus medically necessary and are covered as EPSDT services. In accordance with W&I Code sections 14059.5 and 14184.402, for individuals 21 years of age or older, a service is "medically necessary" or a "medical

necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

Specialty Mental Health Services: mental health services, medication support services, intensive day treatment, day rehabilitation, crisis intervention, crisis stabilization, adult residential treatment services, crisis residential treatment services, psychiatric health facility services, intensive care coordination for beneficiaries under age 21, therapeutic behavioral services for beneficiaries under age 21, therapeutic foster care for beneficiaries under age 21, psychiatric inpatient hospital services, and targeted case management.

VI. Procedure

A. GCHP ensures direct access to an initial mental health assessment by a licensed mental health provider within the GCHP provider network. Members may self-refer for mental health services. A toll-free access line is published in the GCHP Member Handbook and on the website; Members do not need a referral from their Primary Care Physician (PCP) to receive mental health services.
B. PCPs may provide initial behavioral health assessments; however, if a member's PCP cannot perform the mental health assessment, they will refer the member to the appropriate provider to ensure a referral to the appropriate delivery system for mental health services, either with the MBHO or with VCBH, in accordance with the No Wrong Door policies set forth in W&I Code Section 14184.402(h) and APL 22-005.
C. When further services are needed that require authorization, GCHP follows the guidance for mental health parity per 42 CFR Subpart K-Parity in Mental Health and Substance Use Disorder Benefits and APL 22-006.
D. PCPs and mental health providers should coordinate care to ensure high quality, safe, and timely care for mental and physical health.
E. Treatment options always include crisis intervention. Ventura County's 24-hour crisis service has the responsibility to do all assessments and authorizations for acute in-patient care. Immediate access to the crisis service remains an option throughout all phases of the treatment course. The crisis intervention service acts as a backup to the entire system after hours and on weekends as well as at other times of provider unavailability. Members may call the crisis line directly, without a referral.

VII. Mental Health Services Referrals

A. Beneficiaries may access mental health services in one of two ways: 1) by calling or being referred to the MBHO toll-free access line or 2) by contacting (by

phone or in person) the County's Access Line. The access line screening is intended to indicate the following:

1. Identify the need or problem
2. Identify the level of severity of problem(s)
3. Develop provider preferences
4. Document a brief history
5. Define current eligibility and status of member
6. Generate an appropriate referral
    a. If the screening indicates that a member meets Ventura County's definition for specialty mental health services, a referral for further assessment is made to VCBH for county-provided services.
    b. If a referral to SMHS is not indicated, other options include:
        i. A referral for assessment and treatment may be given to GCHP's MBHO for a referral to a contracted behavioral health provider. Providers will be skilled and experienced in working with that person's presenting problem.
        ii. A referral to an appropriate community-based program may be given.
        iii. The individual may be referred back to his or her Primary Care Physician if there are significant medical questions to be resolved.
        iv. Subsequent to a specialty mental health evaluation, if the member is found to have a behavioral health condition within the scope of primary care, the member may be referred to the PCP by the specialty mental health provider.
7. A Memorandum of Understanding (MOU) with Ventura County Behavioral Health ensures cross-collaboration to ensure members are treated in the right environment for their conditions, concurrent services are coordinated and nonduplicated, and that medical conditions are referred back to the PCP as needed. The division of responsibilities and financial obligations is defined in the MOU in accordance with DHCS requirements and regulations.

VIII. **Accessibility to mental health services**

A. Through the MBHO, GCHP maintains an adequate network of providers to serve GCHP members. If no contracted providers are able to accept new clients,

members may be offered referrals to a contracted telehealth provider or to providers outside of Ventura County.

B. The PCP's role in providing mental health services:

1. PCPs provide holistic care for members, including, as appropriate, integrated behavioral health case management, referrals, and routine screening and assessment to identify potential referrals for additional care. Primary Care Physicians may contact the MBHO or Ventura County's Medical Director of Mental Health Services for telephone consultation.

IX. Dispute Resolution

A. GCHP attempts to resolve all disputes collegially, effectively, and at the local level before submitting a dispute to the state for resolution. Avenues for collaboration, clarification, and resolution of disputes exist through regular collaborative meetings, ad hoc meetings to coordinate care for complex cases, and secure email. The local resolution policy should be exhausted within the below prescribed timeframes before filing the dispute with the state.

B. Pursuant to APL 21-013, the provision of medically necessary services must not be delayed during the pendency of a dispute between an MHP and MCP. VCBH and GCHP shall coordinate to ensure members continue to receive medically necessary services, including SMHS and prescription drugs, while the dispute is being resolved. The MOU between VCBH and GCHP outlines this process. In addition, GCHP is responsible for the provision of case management and care coordination for all medically necessary services a member needs, including those services that are the subject of a dispute between GCHP and VCBH. GCHP is responsible for working with VCBH in order to ensure that there is no duplication of SMHS, for which MHPs also provide case management.

C. The plan-level dispute resolution process must be completed within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either VCBH or GCHP must submit a written “Request for Resolution” to DHCS. If GCHP submits the Request for Resolution, it must be signed by the Chief Executive Officer (CEO) or the CEO’s designee. The Request for Resolution must include:

1. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either VCBH or GCHP and the expected rate of payment for each type of service;
2. A history of the attempts to resolve the issue(s) with VCBH;
3. Justification for GCHP’s desired remedy; and

4. Any additional documentation that GCHP deems relevant to resolve the disputed issue(s), if applicable.
5. The Request for Resolution must be submitted via secure email to Managed Care Quality and Monitoring Division (MCQMD) at MCQMD@dhcs.ca.gov.
6. Within three business days of receipt of a Request for Resolution from an MCP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email ("Notification"). VCBH will have three business days from the receipt of Notification to submit a response to GCHP's Request for Resolution and to provide any relevant documents to support VCBH's position. If VCBH fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by GCHP. Conversely, if VCBH submits a Request for Resolution to DHCS, DHCS will forward a copy of the Request for Resolution to the affiliated MCP, within three business days of receipt. GCHP will have three business days to respond and provide relevant documents.

D. If VCBH requests a rate of payment in its Request for Resolution, and VCBH prevails, the requested rate shall be deemed correct, unless GCHP disputes the rate of payment in its response. If GCHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by VCBH. Conversely, if an MCP requests a rate of payment in its Request for Resolution, and GCHP prevails, the requested rate shall be deemed correct, unless VCBH disputes the rate of payment in its response. If VCBH fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by GCHP.
E. At its discretion, DHCS may allow representatives of GCHP and VCBH the opportunity to present oral arguments.
F. The Managed Care Quality and Monitoring Division (MCQMD) and the Medi-Cal Behavioral Health Division will make a joint recommendation to DHCS' Director, or the Director's designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of GCHP and VCBH; and any oral arguments presented.
G. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to GCHP's CEO and VCBH's director. (or the CEO's designee, if the designee submitted the Request for Resolution) and VCBH's Director (or the Director's designee, if the designee submitted the Request for Resolution).
H. DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions GCHP and

VCBH are required to take to implement the decision. Any such action required from either GCHP or VCBH must be taken no later than the next business day following the date of the decision.

X. Expedited Dispute Resolution Process

A. GCHP and VCBH may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and GCHP and/or MHP 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.
B. Under this expedited process, GCHP and MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member.
C. If VCBH fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by GCHP. Conversely, if the If GCHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by VCBH.
D. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of the stated jeopardy to the member.
E. Financial Liability

    1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, GCHP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), section 1850.530.7. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.

XI. Attachments

F. N/A

XII. References

A. DHCS Contract 10-87128 A30
    a. Exhibit A, Attachment 10, Section 10.D.1-2 (a-h)
    b. Exhibit A, Attachment 11, Section 5
    c. Exhibit A, Attachment 12, Section 3

B. Title 22 Sections 51323 and 53855
C. Title 42 Section 1396d (a)(r)(5)
D. Welfare and Institutions Code Section 14184.402(f)
E. Welfare and Institutions Code Section 14059.5v
F. Federal Section 1915(b) Medi-Cal Waiver
G. 42 CFR Subpart K-Parity in Mental Health and Substance Use Disorder Benefits
H. APL 18-001 Voluntary Inpatient Detoxification
I. APL 21-016 Network Certification Requirements
J. APL 21-014 Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment
K. APL 22-003 Medi-Cal Managed Care Health Plan Responsibility to Provide Services to Members with Eating Disorders
L. APL 22-005 No Wrong Door for Mental Health Services Policy
M. APL 22-006 Medi-Cal Managed Care Health Plan Responsibilities for Non-Specialty Mental Health Services
N. The Medi-Cal Provider Manual, Non-Specialty Mental Health Services: Psychiatric and Psychological Services
O. Behavioral Health Information Notice (BHIN) No: 21-073

XIII. **Revision History**

STATUS	DATE REVISED	REVIEW DATE	REVISION SUMMARY
Created		01/26/11	S.N. Charles Cho, M.D.
Approved	01/26/11		Earl Greenia (CEO)
Reviewed	09/07/14		Vickie Lemmon (HS Director)
Revised		01/18/19	Leslee Whaley
Approved	03/12/19		DHCS
Approved	03/14/19		Dale Villani, CEO
Reviewed	12/06/19		Nicole Kanter, Utilization Management
Revised		10/20/20	Nicole Kanter, Utilization Management Director
Approved	10/29/20		Utilization Management Committee
Approved	11/30/20		Margaret Tatar, Interim CEO
Reviewed	07/21/21		Nicole Kanter, Utilization Management Director
Revised		9/14/21	DEI revised for gender neutral pronouns
Approved	09/14/21		Policy Review Committee
Approved	10/28/21		Utilization Management Committee
Approved	12/01/21		Margaret Tatar, CEO

STATUS	DATE REVISED	REVIEW DATE	REVISION SUMMARY
Approved		12/14/21	PRC
Revised	5/31/22		Lucy Marrero, Director, Behavioral Health & Social Programs
Approved		06/10/22	PRC

Gold Coast Health Plan Approval: Signatures on File in C360

Status **Active** PolicyStat ID **11966940**

Origination	6/27/2022	Owner	Aliona Pavlovskaya
Last Approved	6/27/2022	Category	Clinical Administration
Effective	6/27/2022	Affects	ALL DIVISIONS, CONTRACTED PROVIDERS
Last Revised	6/27/2022		
Next Review	6/27/2025		

CA-84: Clinical Documentation

AFFECTS:

ALL DIVISIONS

CONTRACTED PROVIDERS

LEVEL:

2

PURPOSE

To establish and provide guidelines for compliant clinical documentation practices for provision of Specialty Mental Health Services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) services.

DEFINITION(S)

Assessment: A service activity designed to evaluate the current status of a person's mental, emotional, or behavioral health.

American Society of Addictive Medicine (ASAM) Criteria: An outcome-oriented, results-based set of guidelines for treatment criteria, placement, continued stay and transfer/discharge of people with addiction and co-occurring disorders.

Client Plan: Also known as "treatment plan," a plan for the provision of behavioral health services and supports for persons who meet eligibility criteria for SMHS and DMC-ODS services requiring an authorized Plan.

Crisis Team: A team that provides timely mental health services for people experiencing urgent or emergent mental health crises. Services include emergency intervention conducted in person or via telehealth, and triage and evaluation for need for care in a 24-hour Inpatient Psychiatric Unit (IPU) or Crisis Stabilization Unit (CSU).

Legally Authorized Representative (LAR): Parent, caregiver, guardian, conservator, or any other court ordered entity authorized to make treatment decisions.

Problem List: A list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

POLICY

Ventura County Behavioral Health (VCBH) Staff and contracted providers document a person's care in a standardized and timely manner, compliant with Federal, State, and local regulations, and in accordance with generally accepted standards of practice.

PROCEDURE

1. **Assessment:** Ventura County Behavioral Health (VCBH) staff and contracted providers must assess and document a person's need for services as outlined in the *CA-84 Clinical Documentation Operational Guideline* (which includes additional definitions). Initial Assessment is used to determine the need for medically necessary services for people in care.
    1. **Specialty Mental Health Services (SMHS):**
        1. Providers must complete assessments using the required seven (7) domains within a reasonable time and in accordance with generally accepted standards of practice.
        2. Services are covered and reimbursable even when:
            1. Services are provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether Non-Specialty Mental Health Services (NSMHS) or SMHS access criteria are met;
            2. The beneficiary has a co-occurring mental health condition and substance use disorder (SUD); or
            3. NSMHS and SMHS services are provided concurrently if those services are coordinated and not duplicated. Refer to *CA-53 CalMHSA No Wrong Door Guideline* for more information.
    2. **Drug Medi-Cal Organized Delivery System (DMC-ODS):**
        1. Providers must complete assessments using the standard American Society of Addictive Medicine (ASAM) criteria, as outlined in *SUTS-02: Drug Medi-Cal Delivery Organized System (DMC-ODS) Continuum of Care*.
        2. Covered and clinically appropriate DMC-ODS services (except for residential treatment services) are reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts

(LPHA) or registered/certified counselor, whether or not a diagnosis is established, or up to 60 days if the person is under age 21, or if a provider documents that the person is experiencing homelessness and therefore requires additional time to complete the assessment.

3. Providers may use the following options during the assessment phase of a person's treatment when a **diagnosis has yet to be established**:
    1. **ICD-10 codes Z55-Z65**: "Persons with potential health hazards related to socioeconomic and psychosocial circumstances" **may be used by all providers** as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision of, a Licensed Practitioner of the Healing Arts (LPHA) or Licensed Mental Health Professional (LMHP).
    2. **ICD-10 code Z03.89**: "Encounter for observation for other suspected diseases and conditions ruled out" **may be used by an LPHA or LMHP** during the assessment phase of a person's treatment when a diagnosis has yet to be established.
    3. In cases where services are provided due to a suspected disorder that has not yet been diagnosed, options are available for an LPHA or LMPH in the CMS approved ICD-10 diagnosis code list, which may include Z codes. **LPHA and LMHP may use any clinically appropriate ICD-10 code**. For example, these include codes for "Other specified" and "Unspecified" disorders," or "Factors influencing health status and contact with health services."

2. **Crisis Team:** The Crisis Team documents their service provision in a standardized manner for all crisis intervention services provided to both enrolled and not yet enrolled persons. Refer to *CT-11: Crisis Team – Documentation of Crisis Intervention* for more detail.
3. **Problem Lists:**
    1. Provider(s) responsible for a person's care must create and maintain a problem list, updated on an ongoing basis, within a reasonable time and in accordance with generally accepted standards of practice. Refer to *CA-84 VCBH Clinical Documentation Operational Guideline*, *CA-84 CalMHSA Documentation Requirements Guideline*, and CalMHSA Clinical Documentation Manuals for SMHS and DMC-ODS for additional details on and examples of problem lists.
4. **Client Plans:**
    1. Targeted case management (TCM) services require the development (and periodic revision) of a person's client plan based on the information collected through the assessment and must be captured in narrative format within Progress Notes.
    2. Peer support services are based on an approved client plan, which must be captured in narrative format within Progress Notes and approved by any treating provider who can render reimbursable services.
    3. **Exclusions.** The following services require additional care planning as described (for detailed client plan requirements, refer to *CA-84 VCBH Clinical Documentation*

Operational Guideline):

1. Intensive Care Coordination (ICC);
2. Intensive Home-Based Services (IHBS);
3. Therapeutic Foster Care (TFC);
4. Therapeutic Behavioral Services (TBS);
5. Short-Term Residential Therapeutic Programs (STRTP);
6. Psychiatric Health Facilities (PHF);
7. Special Treatment Programs within Skilled Nursing Facilities (STP-SNF);
8. Mental Health Rehabilitation Centers (MHRCs);
9. Community Treatment Facilities (CTF) require a complete Needs and Services Plan (NSP);
10. Social Rehabilitation Programs (SRP) require a complete treatment/ rehabilitation plan.

5. **Progress Notes:**
    1. Providers must create progress notes for the provision of all SMHS and DMC-ODS services. Each progress note must provide sufficient detail to support the service code selected for the service type as indicated by the service code description. Refer to *CA-84 VCBH Clinical Documentation Operational Guideline*, *CA-84 CalMHSA Documentation Requirements Guideline*, and CalMHSA Clinical Documentation Manuals for SMHS and DMC-ODS for additional details on required progress note elements.
6. Direct supervisors / Clinic Administrators should review staff clinical documentation as needed to ensure quality of care and policy compliance.

Culturally and Linguistically Competent Policies: VCBH is committed to the tenets of cultural competency and understands that culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse individuals. **All policies and procedures are intended to reflect the integration of diversity and cultural literacy throughout the Department.** To the fullest extent possible, information, services and treatments will be provided (in verbal and/or written form) in the individual's preferred language or mode of communication (i.e., assistive devices for blind/ deaf). **Treatment teams will assess for, consider and work to mitigate all relevant cultural and/or linguistic barriers, as applicable.**

REFERENCE

AD-40: Cultural and Linguistic Competency

CA-07: Supervision of Service Providers Gaining Experience for Licensure or Certification

CA-08: Consent for Mental Health Services

CT-11: Crisis Team – Documentation of Crisis Intervention

CA-48: Use of Interpreters/Certified County Employee

CA-53: Accessing Specialty Mental Health Services

CA-76: Client Treatment Review

SUTS-02: Drug Medi-Cal Delivery Organized System (DMC-ODS) Continuum of Care

SUTS-03: Drug Medi-Cal Organized Delivery System (DMC-ODS) Expanded Medications for Addiction Treatment (MAT)

BHIN 21-071: Medical Necessity Determination and Level of Care Determination Requirements for Drug Medi-Cal (DMC) Treatment Program Services

BHIN 21-073: Medical Necessity Determination and Level of Care Determination Requirements for Drug Medi-Cal (DMC) Treatment Program Services

BHIN 21-075: Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements for the Period of 2022 – 2026

BHIN 22-011: No Wrong Door for Mental Health Services Policy

BHIN 22-013: Code Selection During Assessment Period for Outpatient Behavioral Health (BH) Services

BHIN 22-019: Documentation Requirements for all Specialty Mental Health Services (SMHS), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) services

DHCS Reasons for Recoupment (for the current Fiscal Year)

MHP Contract, Exhibit A, Attachment I

CA Welfare and Institutions Code Section 14184.402

CA Welfare and Institutions Code Section 14059.5

42 U.S.C. Section 1396d(r)(5)

CalMHSA Documentation Requirements SMHS Clinical Staff Manual

CalMHSA Documentation Requirements SMHS Medical Staff Manual

CalMHSA Documentation Requirements SMHS Mental Health Rehabilitation and Other Qualified Staff Manual

CalMHSA Documentation Requirements SMHS Peer Support Specialists Manual

CalMHSA Documentation Requirements DMC-ODS Clinical Staff Manual

CalMHSA Documentation Requirements DMC-ODS Medical Staff Manual

CalMHSA Documentation Requirements DMC-ODS Alcohol & Drug Counselors Manual

CalMHSA Documentation Requirements DMC-ODS Peer Support Specialists Manual

Attachments

CA 53 CalMHSA No Wrong Door Guideline 6-17-22.pdf

CA 84 SUS list of service codes 6.20.22.pdf

CA 84_2022_06_06 VCBH SMHS Codes.pdf

CA 84_CBO_Client_Plan_3.2.2018_revised.pdf

CA-84 CalMHSA Documentation Requirements Guidelines_6-17-22.pdf

CA-84 VCBH Clinical Documentation Operational Guideline_r6-21-2022.pdf

Approval Signatures

Step Description	Approver	Date
Director and/or MD Approval	Aliona Pavlovskaya	6/28/2022
PAC Approval	Andrea Wallace	6/28/2022
PnP Administrator Approval	Aliona Pavlovskaya	6/28/2022

Status **Active** PolicyStat ID **7571470**

Origination	1/3/2011
Last Approved	6/27/2022
Effective	6/27/2022
Last Revised	6/27/2022
Next Review	6/27/2025

Owner	Aliona Pavlovskaya
Category	Clinical Administration
Affects	ADULT SERVICES DIVISION, CONTRACTED PROVIDERS, YOUTH AND FAMILY SERVICES DIVISION

CA-53: Accessing Specialty Mental Health Services

AFFECTS:

ADULT SERVICES DIVISION
YOUTH AND FAMILY SERVICES DIVISION
CONTRACTED PROVIDERS

LEVEL:

2

PURPOSE

To provide a standard procedure for unenrolled individuals accessing Specialty Mental Health Services (SMHS).

DEFINITION(S)

Emergency Psychiatric Condition: An emergency psychiatric condition refers to a condition that requires psychiatric hospitalization as a result of an individual being deemed a danger to self, and/or others, and/or unable to utilize food clothing or shelter secondary to a mental health disorder.

Urgent Condition: A situation experienced by a beneficiary that, without timely intervention, is highly

likely to result in an immediate emergency psychiatric condition.

Specialty Mental Health Services (SMHS): Services provided to a Medi-Cal eligible beneficiary who meets access criteria (refer to BHIN No: 21-073 Criteria for beneficiary access to Specialty Mental Health Services (SMHS), medical necessity and other coverage requirements).

Notice of Adverse Benefit Determination (NOABD): Adverse Benefit Determination is an action taken by the Ventura County Mental Health/DMC-ODS Plan such as denial, modification or termination of SMHS.

STAR Program: A Ventura County Behavioral Health (VCBH) program that provides screening, triage, assessment and referral for persons seeking SMHS.

POLICY

Persons requesting SMHS either for themselves or for another person through Ventura County Behavioral Health (VCBH) will be provided screening and triage services in order to link them to the most appropriate treatment and /or level of care.

PROCEDURE

1. Persons may request SMHS from VCBH through self-referral or through a referral by another person or organization, including but not limited to:
    1. Family members and/or friends
    2. Physical health care providers
    3. Schools
    4. County welfare departments
    5. Conservators, guardians or family members
    6. Law enforcement agencies
    7. Other mental health providers
2. Requests for services are made by contacting the 24/7 toll-free Crisis and Referral Line, clinic walk-in, contacting STAR directly during business hours, or by submission of an electronic or faxed referral, per *CA 53 Referral Operational Guideline*.
    1. Outside providers may refer clients for SMHS utilizing the applicable referral form per the *CA 53 Referral Operational Guideline*.
3. Mental health staff will screen referrals.
    1. Staff will determine the presence of risk factors that requires immediate intervention and will triage emergency services as required.
    2. Mental health staff will provide services in the client's preferred language. This may be accomplished by a staff member who is proficient in the person's language of choice or by utilizing the approved listing of language assistance service providers or California Relay for the hearing impaired, per *CA-48: Use of Interpreters*.
        1. For hearing impaired clients: Communication is facilitated by a

Telecommunications Relay Service (TRS). In California, this is known as California Relay Services (711).

4. A licensed, waivered, or registered clinician will conduct a clinical screening interview for the purpose of determining potential for meeting access criteria for SMHS and inform clients about how to access the appropriate level of services.
5. Clients will be informed of their right to confidential treatment and the limits of confidentiality, how to access SMHS for urgent psychiatric conditions, and of the problem resolution and state fair hearing process, per *QM-18: Beneficiary Problem Resolution: Grievances, Appeals and Expedited Appeals*.
6. All requests for service are recorded in the electronic health record (EHR).
    1. The Request For Service (RFS) contains the name of the client, the date of the request, client's presenting problem, risk factors, and the initial triage disposition of the request.
7. Triage of urgent or routine requests likely to meet medical necessity will be carried out per timely access standards, per *CA-79: Network Adequacy Monitoring*.
8. As outlined in *CA 53 CalMHSA No Wrong Door Guideline*, clinically appropriate and covered SMHS are covered and reimbursable Medi-Cal services even when:
    1. Services are provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met;
    2. The beneficiary has a co-occurring mental health condition and substance use disorder (SUD); or
    3. Non-Specialty Mental Health Services (NSMHS) and SMHS services are provided concurrently, if those services are coordinated and not duplicated.
9. Screened individuals who appear to meet access criteria for SMHS will be offered the first available initial assessment appointment at one of the MHP provider sites.
    1. The accepted appointment may be at a later date.
10. Individuals who appear to not meet access criteria for SMHS will be:
    1. Provided with a written NOABD, which includes information on requesting an appeal of the Plan's determination per *CA-39: Notice of Adverse Benefit Determination*.
    2. Contacted and provided with alternative community resources.
11. Re-Enrollment of Clients: Clients who were previously enrolled in SMHS at a VCBH or contracted provider outpatient program within the previous 12 months and are requesting resumed services, may be screened and re-enrolled for services. Refer to the *CA 53 Re-Enrollment of Clients Operational Guideline*.

Culturally and Linguistically Competent Policies: VCBH is committed to the tenets of cultural competency and understands that culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse individuals. **All policies and procedures are intended to reflect the integration of diversity and cultural literacy throughout the Department.** To the fullest extent possible, information, services and treatments will be provided (in verbal and/or written

form) in the individual's preferred language or mode of communication (i.e., assistive devices for blind/deaf). **Treatment teams will assess for, consider and work to mitigate all relevant cultural and/or linguistic barriers, as applicable.**

REFERENCE

CA 39 Notice of Adverse Benefit Determination

CA 48 Use of Interpreters//Certified County Employees

CA 79 Network Adequacy Monitoring

CA 84 Clinical Documentation

QM 18 Beneficiary Problem Resolution Processes: Grievances, Appeals, and Expedited Appeals

CA Welfare and Institutions Code section 14184.402

42 U.S.C. Section 1396d(r)(5)

BHIN 21-73 Criteria for beneficiary access to Specialty Mental Health Services (SMHS), medical necessity and other coverage requirements

BHIN 22-011 No Wrong Door for Mental Health Services Policy

BHIN 22-013: Code Selection During Assessment Period for Outpatient Behavioral Health (BH) Services

BHIN 22-019: Documentation Requirements for all Specialty Mental Health Services (SMHS), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) services

Attachments

CA 53 Accessing SMHS Operational Guideline 6-28-22.pdf

CA 53 AOT Referral Form.pdf

CA 53 Beacon-Adult Screening Tool_1-1-22.pdf

CA 53 Beacon-Child Screening Tool_1-1-22.pdf

CA 53 CAATS Referral Form.pdf

CA 53 CalMHSA No Wrong Door Guideline 6-17-22.pdf

CA 53 GCHP_2021_Beacon_Health_HCM_referral_form_v3-FILLABLEp.pdf

CA 53 Kaiser Bi-Directional Transition Form 11.28.16.pdf

CA 53 LB Blank Referral form Spanish 2021_.pdf

CA 53 LB PEI Referral Form English Blank_.pdf

CA 53 Referral_to_the_VCBH_STAR_Program_Post_Inpatient_Hospital-Crisis_Stabilization_Unit_or_Residential_Facility_Form_03 23 2022.pdf

CA 53 Rise Referral Form 05 21 2021.pdf

CA 53 STAR_Referral_Form_1-1-22.pdf

CA-84 CalMHSA Documentation Requirements Guidelines_6-17-22.pdf

CA-84 VCBH Clinical Documentation Operational Guideline_r6-21-2022.pdf

Approval Signatures

Step Description	Approver	Date
	Courtney Lubell	3/28/2022

Status **Active** PolicyStat ID **11170086**

Origination	1/28/2022	Owner	Erick Elhard
Last Approved	5/31/2022	Category	Clinical Administration
Effective	5/31/2022	Affects	ALL DIVISIONS, CONTRACTED PROVIDERS
Last Revised	5/31/2022		
Next Review	5/31/2025		

CA-80 Care Coordination

AFFECTS

ALL DIVISIONS

CONTRACTED PROVIDERS

LEVEL

2

PURPOSE

To ensure beneficiaries receive necessary coordination of care.

DEFINITION(S)

Attending Practitioner: An individual practitioner (or designee) assigned to a client and designated to provide care coordination services.

Care Coordination: The deliberate organization of client care activities between two or more participants (including the client) involved in a client's care to facilitate the appropriate delivery of healthcare services.

POLICY

Ventura County Behavioral Health (VCBH) coordination of care system supports client health and wellbeing within VCBH and between outside service provision settings. VCBH and contracted providers will ensure that all clients receive a full range of care coordination services to address their behavioral healthcare needs.

PROCEDURE

VCBH Care Coordination Across Health Systems

1. VCBH provides client care coordination in collaboration with other provider delivery systems, including managed care plans (MCP), community and social support providers, healthcare providers, school districts, law enforcement, child welfare, and other human services agencies.
2. An administrative relationship may be established via a memorandum of understanding (MOU), regularly scheduled meetings (e.g., with managed care providers or their delegates), and/or topic-specific meetings. The goal of these communications is to establish protocols for appropriate level of care determination, coordination and cross-referral, and dispute resolution.
3. Plan care coordination facilitates oversight of client care coordination across health systems, including:
    1. Comprehensive substance use, physical, and mental health screening.
    2. Client engagement and participation in an integrated care program, as needed.
    3. Shared development of care plans by the client, caregivers, and all providers.
    4. Collaborative treatment planning with managed care.
    5. Delineation of case management responsibilities.
    6. Dispute resolution between providers that includes a means for beneficiaries to receive medically necessary services while the dispute is being resolved.
    7. Availability of clinical consultation, including consultation on medications.
    8. Care coordination and effective communication between providers including procedures for exchanges of medical information.
    9. System navigation support for clients and caregivers.
    10. Facilitation and tracking of bidirectional referrals between systems.
    11. Ensuring the transition of beneficiaries to appropriate level of care in a timely manner. This may include step-up or step-down in services.
        1. VCBH may provide warm hand-offs and transportation to the new level of care when applicable, medically necessary, and documented in the individualized client plan.
        2. VCBH is responsible to facilitate the transition between levels of care, including assisting in scheduling an intake appointment and ensuring a minimal delay between discharge and admission at the next level of care.
        3. VCBH shall manage a client's transition between inpatient and outpatient care.
4. **Effective July 1st, 2022:** Clients may concurrently receive Non-Specialty Mental Health Services (NSMHS) via a Fee-For-Service (FFS) or MCP provider and Specialty Mental Health Services (SMHS) via VCBH at the same time when the services are clinically appropriate, coordinated, and not duplicative.
    1. Service delivery disputes between VCBH and MCPs must be addressed in

compliance with DHCS guidance regarding the applicable dispute resolution process.

VCBH Client Care Coordination

1. Coordination and collaboration regarding client care are vital components when multiple providers are serving the same client concurrently.
2. For each enrolled client, an attending practitioner will be identified. The attending practitioner (or designee) is responsible for providing general oversight and coordination of all necessary service components to ensure positive outcomes while avoiding duplication of services or providers working at cross purposes for the client.
    1. In addition to the attending practitioner, other pertinent treatment team members may provide services and help coordinate care as applicable and per clinical need.
3. Each identified and assigned attending practitioner will implement the following action items:
    1. Ensure each client is provided information on how to contact their attending practitioner and additional team members.
    2. Discuss any change in attending practitioner with the client.
    3. Inform the client of their right to request a change or transfer of attending practitioner, as well as of any other member of the client's treatment team, if applicable.
    4. Consult with the client about additional services, as needed.
    5. Coordinate services provided to the client with the client's legally authorized representative as applicable and, with client authorization, support persons in their lives.
    6. Coordinate the services furnished to the client between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays, if applicable.
    7. Assist with the development and implementation of an individualized client plan, per CA 64 Client Plan.
    8. Document coordination of care contacts, services, goals, progress, and referrals in the client's electronic health record (EHR).
    9. Communicate the client's needs and relevant information for treatment and services among the treatment team members to prevent the duplication of activities.
    10. Facilitate referrals and discharges, per CA-44 Client Discharge policy.

Culturally and Linguistically Competent Policies: VCBH is committed to the tenets of cultural competency and understands that culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices, and needs of diverse individuals. **All policies and procedures are intended to reflect the integration of diversity and cultural literacy throughout the Department.** To the fullest extent possible, information, services, and treatments will be provided (in verbal and/or written form) in the individual's preferred language or mode of communication (e.g., assistive devices for blind/deaf). **Treatment teams will assess for, consider, and work to mitigate all relevant cultural and/or linguistic barriers, as applicable.**

REFERENCE

CA-05 Interface with Physical Health Care

CA-44Client Discharge

CA-64 Client Plan

BHIN 21-034

BHIN 22-011

Approval Signatures

Step Description	Approver	Date
	Loretta Denering	5/31/2022
Director and/or MD Approval	Courtney Lubell	2/8/2022
PAC Approval	Andrea Wallace	2/8/2022
PnP Administrator Approval	Courtney Lubell	2/8/2022

EXHIBIT D

MEDI-CAL AND MEDICAID PROGRAM PROVISIONS

The below provisions apply exclusively to Covered Services provided and activities engaged in under a subcontract pursuant to the Medi-Cal Managed Care Program contract requirements and the rules set forth in Title 22, California Code of Regulations and Title 42 of the Code of Federal Regulations. The below provisions are required to be included in GCHP's subcontracts by either the MegaRule Amendments, GCHP's Medi-Cal Agreement with DHCS ("Medi-Cal Agreement"), or are established in State regulations, or by one or all of these authorities. Authorities are cited in parentheses for ease of reference to relevant regulatory requirements.

1. All Medi-Cal Covered Services to be furnished by VCBH are set forth in this Agreement and the Provider Manual. (22 CCR § 53250(c)(1); 42 C.F.R. § 438.230(c)(1); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(1).)

2. This Agreement shall be governed by and construed in accordance with all laws, regulations, and contractual obligations incumbent upon the GCHP under its agreement with DHCS, including but not limited to, Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and Section 1557 of the Patient Protection and Affordable Care Act. VCBH shall comply with the Medi-Cal Program and all applicable provisions of the Medi-Cal Agreement. (22 CCR § 53250(c)(2); 42 C.F.R. § 438.230(c)(2); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(2).)

3. This Agreement shall become effective upon approval DHCS in writing, or by operation of law where the DHCS has acknowledged receipt of this Agreement and has failed to approve or disapprove the Agreement within sixty (60) days of receipt. (22 CCR § 53250(c)(3); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(3).) Amendments to this Agreement shall be submitted to the DHCS, for prior approval, at least thirty (30) days before the effective date of any proposed changes governing compensation, services or term. Proposed changes which are neither approved nor disapproved by the DHCS, shall become effective by operation of law thirty (30) days after the DHCS has acknowledged receipt of the amendment, or upon the date specified in the amendment, whichever is later. (22 CCR § 53250(c)(3); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(3).)

4. The term of this Agreement and the methods of extension, renegotiation, and termination are as set forth in the Agreement. (22 CCR § 53250(c)(4); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(4).)

5. VCBH agrees to submit all of the reports required and requested by GCHP, in a form acceptable to GCHP. (22 CCR § 53250(c)(5); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(6).) VCBH shall submit claims and Encounter Data to GCHP that allow the GCHP to meet its administrative functions and the requirements set forth in the Medi-Cal Agreement. (Medi-Cal Agreement, Ex. A, Att. 3, § 2.C.)

6. VCBH shall comply with all of the monitoring provisions of this Agreement, the monitoring provisions in the Medi-Cal Agreement (as applicable), and any monitoring requests of DHCS, including but not limited to, the following: (42 CFR § 438.3(h), Medi-Cal Agreement, Ex. A, Att. 6, Ex. A, Att. 6, § 14.B.(7).)

(a) Through the end of the records retention period, VCBH shall allow DHCS to inspect, evaluate, and audit any and all premises, books, records, equipment, and facilities, contracts, computers, or other electronic systems maintained by VCBH pertaining to these services at any time during normal business hours, pursuant to 42 CFR § 438.3(h).

(b) Records and documents include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement, including working papers, reports, financial records, and books of account, medical records, prescription files, laboratory results, subcontracts, information systems and procedures, and any other documentation pertaining to medical and non-medical services rendered to Members. Upon request, through the end of the records retention period VCBH shall furnish any record, or copy of it, to DHCS or any other entity listed below at VCBH's sole expense.

(c) If DHCS, the Center for Medicare and Medicaid Services ("CMS"), or DHHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit a subcontractor at any time.

(i) DHCS shall conduct unannounced validation reviews on primary care sites, selected at the discretion of DHCS' to verify compliance of these sites with DHCS requirements.

(ii) Authorized State and federal agencies will have the right to monitor all aspects of the VCBH's operation for compliance with the provisions of this Agreement and applicable federal and State laws and regulations. Such monitoring activities will include, but are not limited to, inspection and auditing of VCBH and subcontractor facilities, management systems and procedures, and books and records as the Director deems appropriate, at any time during VCBH's or other facility's normal business hours, pursuant to 42 CFR § 438.3(h). The monitoring activities will be either announced or unannounced. Staff designated by authorized State agencies will have access to all security areas and VCBH will provide reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the VCBH. (42 CFR § 438.3(h), Medi-Cal Agreement, Ex. E, Att. 2, § 20.)

7. VCBH shall make all of its premises, facilities, equipment, books and records, contracts, computer and other electronic systems, pertaining to the goods and services furnished under the terms of this Agreement, available for purpose of audit, inspection, evaluation, examination or copying:

(a) By DHCS, CMS, DHHS Inspector General, the Comptroller General, and the Department of Justice; or their designees;

(i) At all reasonable times, at VCBH's place of business or at such other mutually agreeable location in California;

(ii) In a form maintained in accordance with the general standards applicable to such book or record keeping;

(iii) For a term of at least ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

(iv) Including all encounter data for a period of at least ten (10) years.

(v) If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Subcontractor at any time.

(vi) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the VCBH from participation in the Medi-Cal program; seek recovery of payments made to the VCBH; impose other sanctions provided under the State Plan, and direct GCHP to terminate its subcontract with VCBH due to fraud. (22 CCR § 53250(e)(1); 42 C.F.R. § 438.230(c)(3); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(8).)

8. The method and amount of compensation to be received by VCBH is set forth in this Agreement. (22 CCR § 53250(e)(2); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(9).)

9. VCBH shall maintain and make available to the DHCS, upon request, copies of all subcontracts. All subcontracts shall be in writing and require that:

(a) Subcontractor make all applicable premises, facilities, equipment, books, records, contracts, computer, or other electronic systems related to this Agreement available at all reasonable times for audit, inspection, examining or copying by the DHCS, CMS, DHHS, the Inspector General, at the Comptroller General, the Department of Managed Health Care ("DMHC"), and the Department of Justice, or their designees. (42 C.F.R. § 438(h); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(10).)

(b) Subcontractor agrees to retain all records and documents for a minimum of at least ten (10) years from the close of the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.3(u); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(10).)

10. To the extent applicable, VCBH shall assist GCHP in the transfer of care in the event GCHP's Medi-Cal Agreement expires or terminates for any reason. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(11).)

11. To the extent applicable, VCBH shall require its subcontractors to assist GCHP in the transfer of care in the event of the termination of the subcontract for any reason. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(12).)

12. VCBH agrees to notify DHCS in the event that this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached to:

California Department of Health Care Services
Managed Care Operations Division
Attn: Contracting Officer
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413

(22 CCR § 53250(e)(4); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(13).)

13. VCBH agrees that any assignment or delegation of this Agreement shall be void unless prior written approval is obtained from the DHCS in those instances where prior approval by the DHCS is required. (22 CCR § 53250(e)(5); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(14).)

14. VCBH agrees to hold harmless both the State of California and Members in the event that GCHP cannot or will not pay for Covered Services performed by VCBH pursuant to this Agreement. (22 CCR § 53250(e)(6); Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(15).)

15. Upon request by DHCS, VCBH shall timely gather, preserve and provide to DHCS, in the form and manner specified by DHCS, any information specified by DHCS, subject to lawful privileges, in VCBH's possession, related to threatened or pending litigation by or against DHCS. If VCBH asserts that any requested documents are covered by a privilege, VCBH shall: (1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and (2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against DHCS. VCBH acknowledges that time may be of the essence in responding to such request. VCBH shall use all reasonable efforts to immediately notify DHCS and GCHP of any subpoenas, document production requests, or requests for records, received by VCBH related to GCHP's contract with DHCS. VCBH shall be reimbursed by DHCS for the services necessary to comply with this requirement under the reimbursement terms specified in GCHP's contract with DHCS. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(16).)

16. To the extent applicable, VCBH agrees to arrange for the provision of interpreter services for Members at all contracted VCBH sites. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(17).)

17. VCBH acknowledges that it has a right to submit a grievance in accordance with GCHP's formal process to resolve VCBH Grievances. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(18).)

18. To the extent that VCBH performs delegated Quality Improvement activities, this Agreement or any delegation agreement, establishes:

19. VCBH agrees to participate and cooperate in GCHP's Quality Improvement System. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(19)-(20).)

20. VCBH agrees to comply with all applicable requirements of the DHCS, Medi-Cal Managed Care Program. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(21).)

21. VCBH agrees that GCHP's may revoke its delegation of activities or obligations, or specify other remedies in instances where DHCS or GCHP determines that VCBH has not performed satisfactorily. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(22).)

22. To the extent that the VCBH is responsible for the coordination of care for Members, GCHP agrees to share with VCBH any utilization data that DHCS has provided to GCHP, and VCBH agrees to receive the utilization data provided and use as they are able for the purpose of Member care coordination. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(23).)

23. GCHP shall inform VCBH of prospective requirements added by DHCS to this Agreement before the requirement would be effective, and obtain VCBH's agreement to comply with the new requirements

within thirty (30) days of the effective date, unless otherwise instructed by DHCS or as otherwise provided for under the Agreement and to the extent possible. (Medi-Cal Agreement, Ex. A, Att. 6, § 14.B.(24).)

24. VCBH shall retain, as applicable, the following information: enrollee grievance and appeal records in § 438.416, base data in § 438.5(c), Medical Loss Ratio reports in § 438.8(k), and the data, information, and documentation specified in §§ 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years. (42 CFR § 438. 3(h).)

25. In accordance with 42 C.F.R. § 438.608(c), VCBH agrees to:

(a) Provide written disclosure of any prohibited affiliation under 42 C.F.R. § 438.610.

(b) Provide GCHP with the disclosure statement set forth in Title 22, California Code of Regulations Section 51000.35 (which incorporates the requirements of 42 C.F.R. § 455.104) prior to commencing services under this Agreement. Specifically, VCBH shall disclose the names of the officers and owners of VCBH, stockholders owning more than ten percent (10%) of the stock issued by VCBH, if any, and major creditors holding more than five percent (5%) of the debt of VCBH. For that purpose, VCBH shall use the Disclosure Form made available by GCHP. (42 C.F.R. § 438.608(c), Medi-Cal Agreement, Ex E, Att. 2, §34, Cal. Welf & Inst. Code § 14452(a).)

26. In the event that VCBH identifies an overpayment, duplicate payment or other excess payment ("Overpayment"), VCBH shall report within sixty (60) calendar days of the date of identification of the Overpayment to Plan's Compliance Officer at GCHP, 711 E. Daily Drive, Suite #106 Camarillo, CA 93010-6082, Fax: (805) 437-5132, compliance@goldchp.org. The report shall include the amount of Overpayment identified and the reason for the Overpayment. VCBH shall also make repayment to GCHP within sixty (60) calendar days of the date of identification of such Overpayment. (42 C.F.R. § 438.608(d), 42 U.S.C. § 1320a–7k, Medi-Cal Agreement, Ex. E, Att. 2, § 34.B.)

(a) VCBH shall not attempt recovery in circumstances involving casualty insurance, tort liability or workers' compensation. (22 CCR § 53222.)

(b) VCBH shall report to GCHP for reporting to DHCS within ten (10) days after discovery any circumstances which may result in casualty insurance payments, tort liability payments, or workers' compensation award. (22 CCR § 53222(b).)

27. VCBH shall, in all solicitations or advertisements for employees placed by or on behalf of VCBH, state that it is an equal opportunity employer, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by DHCS, advising the labor union or workers' representative of the VCBH's commitment as an equal opportunity employer and will post copies of the notice in conspicuous places available to employees and applicants for employment.

28. VCBH shall not discriminate against Members or Eligible Beneficiaries because of race, color, national origin, creed, ancestry, religion, ancestry, language, age, marital status, sex, sexual orientation, national origin, age, sex, or physical or mental handicap gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. For the purpose of this Agreement,

discrimination on the grounds of race, color, national origin, creed, ancestry, religion, ancestry language, age, marital status, sex, national origin, marital status, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56 or physical or mental handicap include, but are not limited to, the following:

- Denying any Member any Covered Services or availability of a Facility;
- Providing to a Member any Covered Service which is different, or is provided in a different manner or at a different time from that provided to other Members under this Contract except where medically indicated;
- Subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service;
- Restricting a Member in anyway in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, treating a Member or Eligible Beneficiary/Member differently from others in determining whether he or she satisfies any admission, Enrollment, quota, eligibility, Membership, or other requirement or condition which individuals must meet in order to be provided any Covered Service;
- The assignment of times or places for the provision of services on the basis of the race, color, national origin, creed, ancestry, religion, language, age, gender, marital status, sex, sexual orientation, gender identity, health status, or physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, of the participants to be served.

VCBH shall take affirmative action to ensure that Members are provided Covered Services without regard to race, color, national origin, creed, ancestry, religion, language, age, gender, marital status, sex, sexual orientation, gender identity, health status, or physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, except where medically indicated. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes will include, but are not limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia. (Medi-Cal Agreement, Ex. E, Att. 2, § 28.A.)

29. In addition to other obligations contained herein, VCBH shall comply with applicable requirements of California law relating to Disabled Veteran Business Enterprises commencing at Section 10115 of the Public Contract Code. (Medi-Cal Agreement, Ex. E, Att. 2, § 30.)

30. VCBH shall ensure that its personnel do not have conflicts of interest with respect to GCHP and the Services. "Conflict of Interest" includes activities or relationships with other persons or entities that may result in a person or entity being unable or potentially unable to render impartial assistance or advice to GCHP, or the person's objectivity in performing the contract work is or may be impaired, or a person has an unfair competitive advantage. (Medi-Cal Agreement, Ex. E, Att. 3, § 10.)

31. VCBH shall report to GCHP's compliance officer all cases of suspected fraud, waste, and/or abuse, as defined in 42 C.F.R. § 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred, by subcontractors, Members, providers, or employees within (48) hours of the time when VCBH first becomes aware of, or is on notice of, such activity. VCBH shall immediately report to GCHP any notices of investigations of VCBH relating to fraud, waste, or abuse. VCBH shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against fraud, waste,

and/or abuse in the provision of health care services under the Medi-Cal program. Upon the request of GCHP and/or the State, VCBH shall consult with the appropriate State agency prior to and during the course of any such investigations. VCBH shall comply with GCHP's antifraud plan, including its policies and procedures relating to the investigation, detection, and prevention of and corrective actions relating to fraud, waste and abuse. VCBH represents, certifies and warrants that it is currently, and for the duration of this Agreement shall remain in compliance with all applicable State and federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to, applicable provisions of the federal and State civil and criminal law, the program integrity requirements of 42 C.F.R. § 438.608, the Federal False Claims Act (31 .S.C. § 3729 *et seq.),* Employee Education About False Claims Recovery (U.S.C. § 1396a(a)(68)), the California State False Claims Act (Cal. Gov't Code Section§ 12650 *et seq.),* and the anti-kickback statute (Social Security Act § 1128B(b).). Upon request by DHCS, VCBH shall demonstrate compliance with this provision, which may include providing DHCS with copies of VCBH's applicable written policies and procedures and any relevant employee handbook excerpts. VCBH shall comply with 42 C.F.R. §§ 438.608(a)(8) and 438.610. Additionally, VCBH is prohibited from employing, contracting or maintaining a contract with persons or entities for the provision of services related to this Agreement that are excluded, suspended or terminated from participation in the Medicare or Medi-Cal/Medicaid programs. VCBH shall notify GCHP immediately upon discovery of employment or contract with a person or entity that is excluded, suspended, or terminated. A list of suspended and ineligible providers is updated monthly and available online and in print at the DHCS Medi-Cal website (http://medi-cal.ca.gov). Lists of excluded individuals and entities are also available through the DHHS, Office of Inspector General, List of Excluded Individuals and Entities (http://oig.hhs.gov), and the Federal System of Award Management (http://www.sam.gov). VCBH is deemed to have knowledge of any persons or entities on these lists. VCBH must notify GCHP within ten (10) working days of removing a suspended, excluded, or terminated provider from its employment or subcontract and confirm that the individual or entity is no longer receiving payments in connection with the Medicaid program. Medi-Cal Agreement, Ex. E, Att. 2, § 28.)