



KERN HEALTH SYSTEMS					
POLICY AND PROCEDURES					
SUBJECT: MOU Requirements Between KHS and Specialty and Substance Use Disorder Programs				POLICY #: 21.07-P	
DEPARTMENT: Behavioral Health					
Effective Date: 04/30/2023	Review/Revised Date: 11/20/2023	DMHC		PAC	
		DHCS	X	QI/UM COMMITTEE	
		BOD		FINANCE COMMITTEE	

Emily Duran
Chief Executive Officer

Date _____

Chief Medical Officer

Date _____

Chief Operating Officer

Date _____

Chief Compliance and Fraud Prevention Officer

Date _____

Director of Claims

Date _____

Director of Behavioral Health

Date _____

PURPOSE

To outline the elements and obligation of executing a Memorandum of Understanding Agreement between Kern Health Systems (KHS) and the Kern County Designated Mental Health Plan and County Drug Medical Organized Delivery System (DMC-ODS) plan, Kern Behavioral Health and Recovery Services (Kern BHRS).

POLICY

- A. Kern Health System will provide medically necessary Medi-Cal covered physical health care services to Plan members requiring specialty mental health services and substance use disorder services delivered by designated Kern County Medi-Cal programs for these services. KHS will be directly responsible for providing covered non specialty mental health services for beneficiaries with mild-to-moderate distress or mild-to-moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders.
- B. To ensure the coordination of medically necessary Medi-Cal covered physical, mental health, and substance use disorder services, KHS will collaborate with Kern BHRS (MHP and DMC-ODS) to institute protocols to ensure care coordination, data sharing, and non-duplicative services for Members through mutually agreed upon Memorandums of Understanding (MOUs) between parties.
- C. KHS will Designate a contact person to be responsible for the oversight and supervision of the terms of any MOUs entered into and notify Department of Health Care Services (DHCS) within five Working Days of any change in the designated MOUs liaison.
- D. For both parties entering into an MOU, they will ensure an appropriate level of leadership on MOU engagements.
- E. Executed MOUs will be made available to the public for review.
- F. To the extent KHS does not execute an MOU within four months of the effective date of the 2024 Contract, KHS will submit quarterly reports to DHCS documenting its continuing good faith efforts to execute the MOU, until such time as the MOU is executed.
 - 1. Documentation of good faith efforts must include a justification for why the MOU has not been executed.
- G. KHS, at a minimum, will review MOUs annually for any needed modifications or renewal of responsibilities and obligations outlined within the MOU.
- H. In the event there is a dispute the MOU will contain a process for resolving disputes between parties that includes a means for beneficiaries to receive medically necessary services, while the dispute is being resolved. If the dispute is unable to be resolved the parties will submit the dispute to the state for resolution.

PROCEDURE

- A. The MOU is the primary vehicle for ensuring member access to necessary and appropriate physical, mental health, and substance use disorder services.

- B. The MOU addresses policies and procedures for management of the member’s care for both KHS and the program providers, including but not limited to:
 - 1. Identification of services that are the responsibilities of each party
 - 2. The delivery of Medically Necessary non-specialty mental health services
 - 3. The delivery of SMHS, including the provision of clinical consultation between the provider and KHS
 - 4. Processes for establishing medical necessity determination, care coordination, creating closed loop referral systems, and exchange of medical information between KHS and Kern County Designated Mental Health Plan and County Drug Medi-cal Organized Delivery System (DMC-ODS) plan.
 - 5. Creating closed loop referral systems referrals
 - 6. Procedures for eligibility, screening, assessment, evaluation, medical necessity determination,
 - 7. Utilizing DHCS standardized transition tools including standardized transition tools specific for adults and standardized transition tools specific for children and youth
 - 8. Creating closed loop referral systems referrals to applicable Community Supports and/or community-based resources.
 - 9. Policies and procedures for the timely and frequent exchange of :
 - a. Member information and data, including Behavioral Health and physical health data.
 - b. Maintaining the confidentiality of exchanged information and data
 - c. Bi-directional monitoring of data exchange
 - d. Processes for obtaining Member consent.

- C. Other MOU Required Elements
 - 1. Addressing emergency preparedness
 - 2. Providing Member, Subcontractor, Downstream Subcontractor, and Network Provider education related to access to services covered under the MOU at a minimum on an annual basis.
 - 3. Requiring third-party entities and county programs to participate in KHS’s Population Needs Assessment (PNA)
 - 4. Including provisions those for Members being treated for mental illness requiring:
 - a. Prescription Drugs when administered in an outpatient setting and not otherwise Laboratory, radiological and radioisotope services.
 - b. Emergency room facility charges and professional services such a medical clearance for a psychiatric admission
 - c. Emergent and non-emergent transportation
 - d. Home health services
 - e. Medically Necessary Covered Services for Members who are patients in psychiatric inpatient hospitals or Institution for mental disease (IMD).

- D. Quality Improvement Activities

1. KHS & collaborative MOU partners will institute policies and procedures to address and document Quality Improvement (QI) activities for services covered under the MOU, including but not limited to applicable performance measures such as:
 - a. QI initiatives, and reports that track cross-system referrals, Member engagement, and service utilization.
 - b. Ensuring member access Member access to Medically Necessary services and Network Providers during non-business hours.
2. Quality improvement meetings will be scheduled at a minimum on a quarterly basis.

REFERENCE:

Revision 2023-10: Revisions by Chief Compliance and Fraud Prevention Officer and Director of BH. **2023-03:** Policy developed to comply with OR 2024, R.0222, DHCS approval 6/22/2023.

- 42 CFR section 438.900 et seq
- WIC 14184.402(f)(1)
- DHCS Kern Health Systems 22-20201 2Exhibit A, Attachment III Section 5.6.1 MOUs with Third-Party Entities and County Programs
- KHS UM POLICY #: 3.14-P Mental Health Services