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Department of Health Care Services



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GOVERNOR

**DATE:** March 2, 2018

ALL PLAN LETTER 18-009  
SUPERSEDES ALL PLAN LETTER 15-022

**TO:** ALL MEDI-CAL MANAGED CARE HEALTH PLANS

**SUBJECT:** MEMORANDUM OF UNDERSTANDING REQUIREMENTS FOR  
MEDI-CAL MANAGED CARE HEALTH PLANS AND REGIONAL  
CENTERS

**PURPOSE:**

The purpose of this All Plan Letter (APL) is to clarify the responsibilities of Medi-Cal managed care health plans (MCPs) when entering into a Memorandum of Understanding (MOU) with a Regional Center (RC) to cover all members receiving Behavioral Health Treatment (BHT) services, regardless of diagnosis.

**BACKGROUND:**

MCP contracts with the Department of Health Care Services (DHCS) require MCPs to execute an MOU with local RCs (Exhibit A, Attachment 11, Services for Persons with Developmental Disabilities).<sup>1</sup> DHCS provided guidance to MCPs about their responsibility to cover BHT services for eligible members via APL 18-006.<sup>2</sup> To ensure effective coordination of services between MCPs and RCs, these entities must work together to update their MOUs.

**POLICY:**

MCPs are responsible for providing medically necessary BHT services as a managed care benefit as required by the Early and Periodic Screening, Diagnostic and Treatment mandate,<sup>3</sup> including the coordination of a member's health care with his or her RC and BHT providers, as applicable. The MOU between the MCP and RC should serve as the primary vehicle for ensuring coordination of medically necessary services, including BHT services, for members accessing services through both systems.

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<sup>1</sup> The MCP boilerplate contracts are available at:

<http://www.dhcs.ca.gov/provgovpart/Pages/MMCDBoilerplateContracts.aspx>

<sup>2</sup> DHCS All Plan Letters available at:

<http://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>

<sup>3</sup> See Title 42 of the United States Code (USC), Section 1396d(a)(4)(B). 42 USC is available at:

<http://uscode.house.gov/browse/prelim@title42&edition=prelim>

The MOU must include, at a minimum, all of the provisions specified in the attached MOU template. MCPs and RCs must identify contacts for managing the MOU and its components. The fully executed MCP/RC MOUs must be sent to your DHCS Managed Care Operations Division (MCO) contract manager for review and approval by May 1, 2018.

MCPs must demonstrate a good faith effort to meet the requirements of this APL. MCPs that are unable to update their MOUs accordingly must submit documentation demonstrating their good faith effort to enter into an MOU with RCs that provide services to their Medi-Cal members to DHCS by May 1, 2018. Upon receipt, DHCS will review and determine if a good faith effort was made.

MCPs are responsible for ensuring that their delegates comply with all applicable state and federal laws and regulations, contract requirements, and other DHCS guidance, including applicable APLs, Policy Letters, and Dual Plan Letters. These requirements must be communicated by each MCP to all delegated entities and subcontractors.

If you have any questions regarding this APL, please contact your Managed Care Operations Division contract manager.

Sincerely,

Original signed by Nathan Nau

Nathan Nau, Chief  
Managed Care Quality and Monitoring Division  
Department of Health Care Services

**TEMPLATE FOR MEMORANDUM OF UNDERSTANDING  
BETWEEN  
[PLAN]  
AND  
[REGIONAL CENTER]  
FOR BEHAVIORAL HEALTH TREATMENT SERVICES**

**I. BACKGROUND**

Medi-Cal managed care health plans (MCPs) are required to cover and coordinate all medically necessary Behavioral Health Treatment (BHT) services for members under the age 21 as an Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit. The Department of Health Care Services (DHCS) provided All Plan Letters<sup>1</sup> (APLs) as guidance to MCPs about their responsibility to cover BHT services for eligible members.

BHT services are scientifically established, evidence-based treatments that prevent or minimize the adverse effects of behaviors that interfere with learning and social interaction, and promote, to the maximum extent practicable, the functioning of a member with social, communication and behavioral challenges.

Effective July 1, 2018, the provision of medically necessary BHT services is transitioning from the Department of Developmental Services' Regional Centers (RC) system to MCPs.

**II. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between [PLAN] and [REGIONAL CENTER] for the County/Counties of [COUNTY/COUNTIES] to perform care coordination and information exchange activities when Medi-Cal members/clients are accessing medically necessary BHT services. This MOU addresses both new referrals and clients/members receiving BHT services when funding for this service is transitioning from [REGIONAL CENTER] to [PLAN].

**III. SCOPE OF WORK**

[PLAN] is responsible for the provision of BHT as a managed care benefit, including the coordination of the client's/member's care with the client's/member's RC and BHT provider, as applicable. [REGIONAL CENTER] will support MCP's care coordination by providing necessary client/member information to [PLAN] and/or its subcontracted providers and vendors in accordance with any and all state and federal privacy laws and regulations. This MOU sets forth the structure for the sharing of client/member information to and from MCPs and the RCs to promote shared understanding of the

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<sup>1</sup> DHCS All Plan Letters are available at:  
<http://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>

client's/member's medically necessary BHT services and ensure appropriate access to medically necessary BHT services.

#### **IV. [REGIONAL CENTER] RESPONSIBILITIES**

##### **COORDINATION:**

- A. [REGIONAL CENTER] shall provide client/member information, including but not limited to: comprehensive diagnostic evaluation, assessment/report, treatment plan(s), utilization data, and behavioral-analytic assessment(s) information, to [PLAN] regarding BHT and other services provided at [REGIONAL CENTER] to ensure appropriate care coordination, in accordance with all applicable privacy laws.
- B. [REGIONAL CENTER] shall refer clients/members under age 21 regardless of diagnosis to [PLAN] for evaluation for medically necessary BHT services upon client/member request for BHT services.
- C. [REGIONAL CENTER] shall provide case management and care coordination services related to the RC's Early Start Program clients/members to [PLAN] for medically necessary BHT services.
- D. [REGIONAL CENTER] shall provide case management and care coordination services to eligible clients/members and assist those clients/members in maintaining an ongoing relationship with their MCP's primary care provider when medical needs arise.
- E. [REGIONAL CENTER] will identify an RC staff person to be the primary liaison to [PLAN]. The liaison will meet not less than quarterly with [PLAN] to ensure continuous communication and to make efforts to resolve operational, administrative, and policy complications.
- F. [REGIONAL CENTER] shall share information (as available) on community resources with the [PLAN] and/or its subcontracted providers and vendors.
- G. [REGIONAL CENTER] shall provide Targeted Case Management (TCM) services to eligible clients/members and their families to assure timely access to health, developmental, social, educational, and vocational services. TCM includes, but are not limited to:
  - Coordination of health related services with [PLAN] to avoid providing duplicative health care services to clients/members; and
  - Provision of referrals to specialty centers and follow-up with schools, social workers, and other agencies involved in the client's/member's care pursuant to the Individual Program Plan (IPP) and Individualized Family Service Plan (IFSP).

- H. [REGIONAL CENTER] agrees to provide periodic training as requested by [PLAN] for [PLAN's] staff concerning [REGIONAL CENTER's] services and requirements.
- I. [REGIONAL CENTER] shall work collaboratively with [PLAN] and/or its subcontracted providers and vendors to resolve timely access and coordination of care issues.

**INFORMATION EXCHANGE:**

- A. [REGIONAL CENTER] shall, in collaboration with [PLAN] and/or its subcontracted providers and vendors, develop and agree to policies and procedures on sharing information, including but not limited to, establishing secure methods of exchanging data identified below electronically. These policies and procedures will be attached and incorporated into this MOU within 90 days of execution of the MOU.
- B. [REGIONAL CENTER] shall share the following minimally necessary client/member information, when generated by [REGIONAL CENTER] or one of its vendors, for clients/members who have an active/open case at the RC with [PLAN] and/or its subcontracted providers and vendors within 15 business days of receipt of request from the MCP (contingent on receipt of a signed authorization for release of information) to facilitate the MCP's coordination of care for clients/members identified to potentially need BHT services:
- Client's/member's qualifying condition under which the client/member is eligible for RC services;
  - Client's/member's assessment/report evaluation;
  - Client's/member's current BHT plan, including the plans for the last six months;
  - Client's/member's Functional Behavior Assessment, including prior assessments;
  - Client's/member's development assessment for the Early Start Program;
  - IFSP;
  - IPP;
  - Confirmation that the client/member is currently receiving BHT;
  - Treatment information to include: vendor, number of hours, duration of treatment, associated reports and recommendations;
  - Progress notes from current client/member treatment, including goals and progress towards those goals;
  - Length of treatment – from start date to current with current provider;
  - Client's/member's current/past providers of BHT including length of treatment;
  - Client's/member's signed authorization for release of information to exchange information (obtained by the provider conducting assessment and treatment); and
  - Current RC Annual Review Report and most recent RC psychological evaluation.

- C. [REGIONAL CENTER] shall share all necessary information generated by the RC and/or its vendors with [PLAN] and/or its subcontracted providers and vendors to enable timely access to BHT services through [PLAN].
- D. [REGIONAL CENTER] shall make medical information available to [PLAN] and/or its subcontracted providers and vendors to assure continuity of medically necessary medical services to the client/member.
- E. [REGIONAL CENTER] shall work collaboratively with [PLAN] and/or its subcontracted providers and vendors to resolve access and coordination of care issues.

## V. [PLAN] RESPONSIBILITIES

### COORDINATION:

- A. [PLAN] and/or its subcontracted providers and vendors shall provide or arrange for primary care and other medically necessary services as provided in the applicable DHCS contract and/or coordinate services provided by the [PLAN] and carve-out programs, i.e., California Children's Services, Specialty Mental Health Services covered by the county/counties Mental Health Plans, etc.
- B. [PLAN] and/or its subcontracted providers and vendors shall arrange and pay for comprehensive diagnostic evaluations for clients/members who are suspected of needing BHT services.
- C. [PLAN] and/or its subcontracted providers and vendors shall arrange and pay for BHT services for members who meet the criteria as outlined in APL XX-XXX or any revised version of these APLs.
- D. [PLAN] and/or its subcontracted providers and vendors shall provide all necessary client/member information to [REGIONAL CENTER] to ensure appropriate care coordination, in compliance with all privacy laws.
- E. [PLAN] and/or its subcontracted providers and vendors shall be available to assist, when necessary and appropriate, the [REGIONAL CENTER] in the development of the IFSP or IPP required for all persons served by RCs, which includes identification of all medically necessary services, including medical care services and medically necessary outpatient mental health services, that should be provided to members.
- F. [PLAN] and/or its subcontracted providers and vendors shall work collaboratively with [REGIONAL CENTER] to resolve timely access and coordination of care issues.

**INFORMATION EXCHANGE:**

- A. [PLAN] and/or its subcontracted providers and vendors shall, in collaboration with [REGIONAL CENTER]), develop and agree to policies and procedures on sharing information (including diagnostic evaluations, assessments, reports, etc). These policies and procedures will be attached and incorporated into this MOU within 90 days of execution of the MOU.
- B. [PLAN] and/or its subcontracted providers and vendors shall share information generated by the MCP or its vendors with [REGIONAL CENTER] to enable members to timely access services through [REGIONAL CENTER].
- C. [PLAN] and/or its subcontracted providers and vendors shall facilitate exchange of medical information between the client's/member's primary care physician and the RC's/Early Start Program's providers. [PLAN] shall notify [REGIONAL CENTER] of all clients/members identified as potentially eligible for RC services.
- D. [PLAN] and/or its subcontracted providers and vendors shall share the following client/member information with [REGIONAL CENTER] within 15 business days of receipt of request from the RC:
  - Client's/member's California Department of Education screening;
  - Client's/member's current treatment plan, including the treatment plans for the last six months;
  - Client's/member's assessment/report, or comprehensive diagnostic evaluation;
  - Client's/member's behavioral-analytic assessment;
  - IFSP/Individualized Education Plan;
  - Whether the client/member is currently in treatment;
  - Length of treatment --start date to current;
  - Current/past providers of BHT;
  - Current medical records; and
  - Client's/member's signed release of information to exchange information.

**VI. GENERAL PROVISIONS**

- A. Notwithstanding any provision to the contrary herein, [PLAN] and/or its subcontracted providers and vendors and [REGIONAL CENTER] agree to maintain confidentiality of medical records in accordance with all applicable federal and state laws and regulation and contract requirements.
- B. This MOU may be amended at any time by written, mutual consent of all parties. Amended MOUs must be submitted to DHCS for review and approval.
- C. Termination without cause: This MOU may be terminated by either party without cause following 30 days written notice to the other party.

Attachment A

D. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.

**[REGIONAL CENTER]**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**[PLAN]**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_