

AMENDMENT NO. 3

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF NEVADA AND California Health and Wellness

This Amendment is made and entered into as of this ____ day of _____ 2022, by and between the Nevada County Department of Behavioral Health (hereinafter, referred to as “MHP”), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness Plan (hereinafter, referred to as “CHW”).

WHEREAS, CHW and County of Nevada County are parties to a Memorandum of Understanding (the “**MOU**”) dated July 1, 2015.

WHEREAS, the Department of Health Care Services (“DHCS”) issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM (<https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf>).

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is an incentive payment program to support Mental Health Plans (MHP), Drug Medi-Cal State Plans (DMC) and Drug Medi-Cal Organized Delivery Systems (DMC-ODS) as they prepare for changes in the CalAIM initiative and other approved administration priorities.

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is focused on implementation of payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Attachment A., Section Six (6.), EXCHANGE OF PROTECTED HEALTH INFORMATION/DATA EXCHANGE shall be updated to include the following new language as bullet number five (5.) on both sides of the Matrix of Responsibilities to be consistent with the guidance of the CalAIM Data Sharing Guidance and the Behavioral Health Quality Improvement Program (BHQIP). To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing and BHQIP Guidance, the CalAIM Data Sharing and BHQIP Improvement Program (BHQIP) Authorization Guidance shall control:

CATEGORY	MHP	CHW
6. Exchange of Protected Health Information / Data Exchange	<ol style="list-style-type: none"> 1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)* 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines. 5. The parties shall enter into a Data Sharing agreement for the specific purpose of supporting the DHCS BHQIP. 	<ol style="list-style-type: none"> 1. CHWP will comply with applicable portions of <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) 2. CHWP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. CHWP will encrypt any data transmitted via email containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies. 4. CHWP will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. 5. The parties shall enter into a Data Sharing agreement for the specific purpose of supporting the DHCS BHQIP.

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures and this Amendment shall be effective immediately upon execution.

CHW:

Signature: _____

Print Name: _____

Title: _____

Date: _____

County of Nevada County:

Date

Date

Approved for Contract Policy Compliance, Contracts by:

Date

Approved as to Form, County Counsel by:

Date