



RESOLUTION No. 22-541

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO.3 TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP) FOR THE COORDINATION OF SERVICES IN THE DELIVERY OF SPECIALTY MENTAL HEALTH SERVICES AND ALCOHOL AND OTHER DRUG TREATMENT SERVICES TO CHWP MEMBERS SERVED BY BOTH PARTIES TO INCORPORATE THE CALAIM DATA SHARING AUTHORIZATION AND BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BHQIP) GUIDANCE

WHEREAS, Nevada County Behavioral Health is a Mental Health Plan (MHP), as defined in Title 9 California Code of Regulations (CCR), Section 1810.226, and as such is required by the State to enter into an MOU with any Medi-Cal managed care plan providing health care services to County Mental Health Plan Medi-Cal beneficiaries; and

WHEREAS, on March 10, 2015, the Nevada County Board of Supervisors approved the Memorandum of Understanding (MOU) with the California Health and Wellness Plan (CHWP) for the coordination of services in the delivery of specialty mental health services to CHWP members served by both parties for the MOU term of July 1, 2015 through June 30, 2018, per Resolution 15-094; and

WHEREAS, on February 27, 2018 the Nevada County Board of Supervisors approved Addendum No. 1 per Resolution 18-069 which describes the additional roles and responsibilities of Behavioral Health and CHWP in the delivery of alcohol and other drug treatment services for eligible CHWP members served by both parties in Nevada County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program and subsequently on April 10, 2018 the Board of Supervisors approved Amendment No. 1 (RES 18-126) extending the contract term for an additional three years through June 30, 2021 subsequently again on June 22, 2021 the Board of Supervisors approved Amendment No. 2 (RES 21-243) extending the contract term for an additional two years, through June 30, 2023; and

WHEREAS, the parties desire to enter into Amendment No. 3 to the MOU to incorporate the CalAIM Data Sharing Authorization and Behavioral Health Quality Improvement Program (BHQIP) Guidance for enhanced coordination of care and data sharing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 3 to the MOU with California Health and Wellness Plan to incorporate the CalAIM Data Sharing Authorization and Behavioral Health Quality Improvement Program (BHQIP) Guidance for the enhanced coordination of services and data sharing in the delivery of specialty mental health services and alcohol and other drug treatment services to eligible CHWP Members served by both parties in Nevada County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program for the MOU term of July 1, 2015, through June 30, 2023, is approved in substantially the form attached hereto and that the Director of Behavioral Health, or his or her designee, is hereby authorized to sign this Amendment No. 3 and any necessary documents in connection with this MOU and all amendments thereto, on behalf of the Nevada County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of October, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

10/25/2022 cc: BH*
AC*

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 25 day of October 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
<p>6. Exchange of Protected Health Information / Data Exchange</p>	<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: *Martina Santana Chin*
Print Name: Martina Santana Chin
Title: Medi-Cal President
Date: 11/17/22

County of Nevada County:

Signature: *Phebe Bell*
Phebe Bell (Nov 4, 2022 12:25 PDT)
Print Name: Phebe Bell
Title: Director of Behavioral Health
Date: 11/04/2022

Approved as to Form, County Counsel by:

Jamie Hogenson
Jamie Hogenson (Nov 4, 2022 13:21 PDT)

11/04/2022
Date











RES 22-541 Amendment to MOU with CHWP for Specialty Mental Health Services

Final Audit Report

2022-11-04

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