



# RESOLUTION NO. 18-069

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

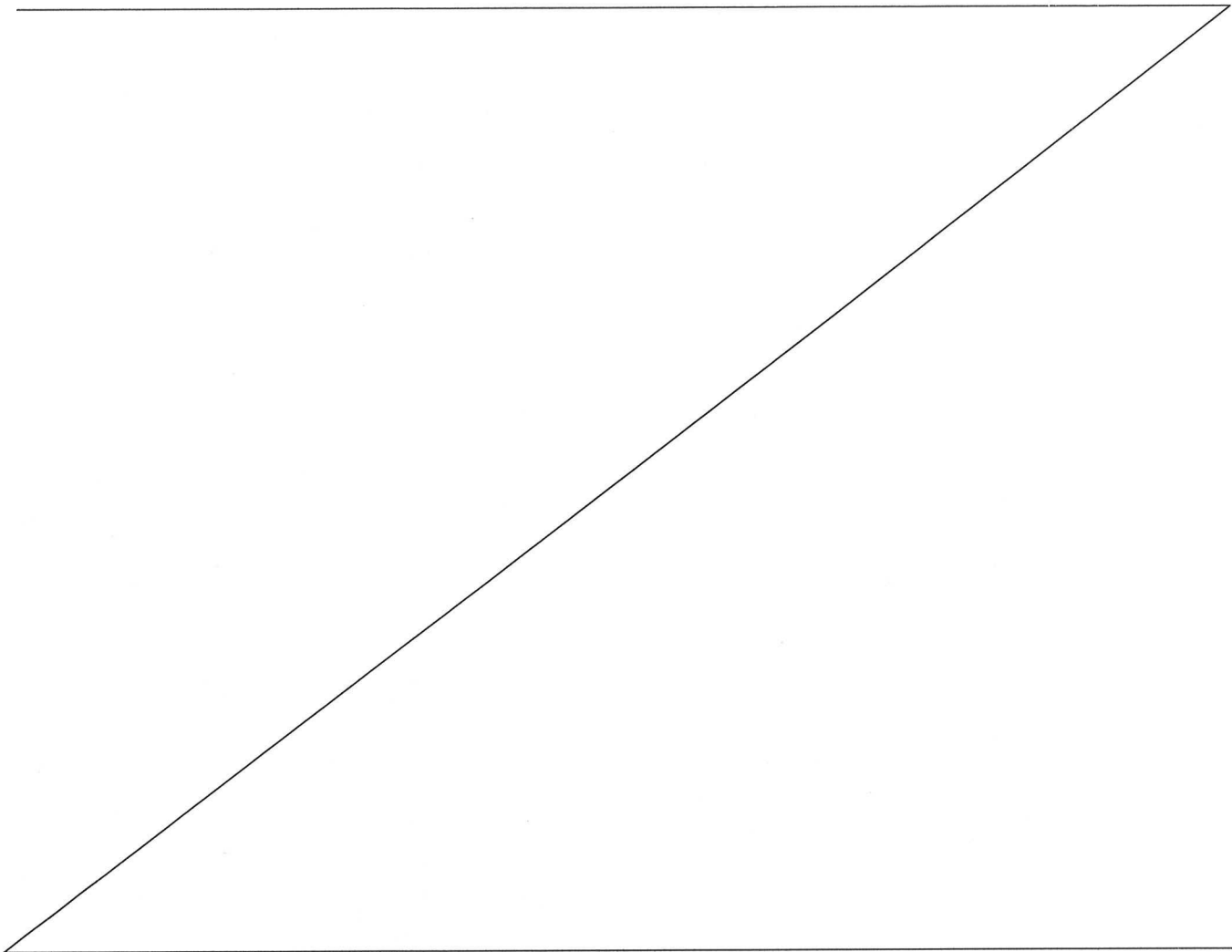
### RESOLUTION APPROVING EXECUTION OF ADDENDUM NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP) FOR THE COORDINATION OF SERVICES IN THE DELIVERY OF SPECIALTY MENTAL HEALTH SERVICES TO CHWP MEMBERS

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 per Resolution 15-094; and

WHEREAS, the purpose of this Addendum #1 to the MOU is to describe the additional roles and responsibilities of Behavioral Health and CHWP in the delivery of alcohol and other drug 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.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Addendum No. 1 to the Memorandum of Understanding (MOU) with California Health and Wellness Plan pertaining to the additional understandings of the County and CHWP with regard to the coordination of Medi-Cal alcohol and other drug 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, with the Addendum commencing on February 27, 2018, and continuing under the terms of the existing MOU, is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors is hereby authorized to execute the Addendum No. 1 to the Memorandum of Understanding on behalf of the County of Nevada.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

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

  
\_\_\_\_\_  
Edward Scofield, Chair

2/27/2018 cc: BH\*  
AC\* (Hold)

3/5/2018 cc: BH(1)  
AC\* (release)

# **ADDENDUM #1 TO COORDINATION OF SERVICES** **MENTAL HEALTH MEMORANDUM OF UNDERSTANDING**

This Addendum is an addendum to the signed Memorandum of Understanding (MOU), as approved by the Nevada County Board of Supervisors on March 10, 2015, pursuant to Resolution No. 15-094, between Nevada County Behavioral Health Services (hereinafter referred to as COUNTY) and California Health and Wellness Plan (hereinafter referred to as the "CHWP"). The purpose of the Addendum is to describe the additional understandings of the COUNTY and CHWP with regard to the coordination of Medi-Cal alcohol and other drug services for CHWP Members served by both parties in Nevada County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by the CHWP and COUNTY for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. MHSUDS Information Notice No: 16-005 has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to individuals assigned to or enrolled in CHWP health plan.

In all other respects, the understandings set forth in the original MOU shall remain in effect.

## **BACKGROUND**

On November 2, 2010, the Centers for Medicare and Medicaid Services (CMS) approved California's Health and Human Services Agency request for approval regarding the California section 1115 five-year Medicaid Demonstration, titled "California's Bridge to Reform" (Waiver 11-W-00193/9) under the authority of section 1115(a) of the Social Security Act. On December 30, 2015, CMS approved California's 1115 Waiver Renewal, titled Medi-Cal 2020, to continue to pursue a positive transformation of the Medi-Cal system.

On August 13, 2015, CMS approved the California Department of Health Care Services proposed amendment of the Special terms and Conditions of Waiver 11-W-00193/9. This amendment to California's Bridge to Reform Waiver authorizes California to implement a new paradigm for Medicaid eligible individuals with substance use disorder (SUD) called the Drug Medi-Cal Organized Delivery System (DMC-ODS). Critical elements include:

- Providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria for substance use disorder treatment services
- Increased local control and accountability
- Greater administrative oversight
- Creation of utilization controls to improve care and efficient use of resources
- Evidence based practices in substance abuse treatment
- Integrate care with mental health and physical health

## **TERMS**

The MOU and this Addendum thereto, constitute the entire understanding of the parties with regard to the respective responsibilities of the COUNTY and CHWP for coordination of Specialty Mental Health Services for CHWP Members served by both parties in Nevada County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program. This Addendum shall commence on February 27, 2018 and shall continue under the terms of the existing MOU.

## **OVERSIGHT RESPONSIBILITIES OF THE CHWP AND COUNTY IN THE DELIVERY OF ALCOHOL AND OTHER DRUG SERVICES**

1. The CHWP has responsibility to work with the COUNTY to insure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with COUNTY, as will any actions required to identify and resolve any issues or problems that arise.
2. The COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.
3. The CHWP and COUNTY will formulate a multidisciplinary clinical team oversight process for clinical operations: linkage, referrals, care management, care coordination, and exchange of medical information. CHWP and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.
4. The CHWP and the COUNTY will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

## **SPECIFIC ROLES AND RESPONSIBILITIES**

### **A. Screening, Assessment and Referral**

1. Determination of Medical Necessity
  - a. The COUNTY will follow the medical necessity criteria outlined for the Drug Medi-Cal Organized Delivery System described in the 1115 Waiver Standard Terms and Conditions. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program.
  - b. The CHWP will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).

## 2. Assessment Process

- a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
- b. The COUNTY will have available for the Nevada County community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.
- c. The CHWP providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.

## 3. Referrals

- a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
  - i. The COUNTY will accept referrals from CHWP staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services.
  - ii. The CHWP accepts referrals from COUNTY staff, providers and Members' self-referral for physical health services.

## **B. Care Coordination**

1. The CHWP and COUNTY will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CHWP and receiving alcohol and other drug services through COUNTY.
2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CHWP and COUNTY protocols.
3. Coordination of care for alcohol and other drug treatment provided by COUNTY shall occur in accordance with all applicable federal, state and local regulations. A process for shared development of care plans by the beneficiary, caregivers and all providers and collaborative treatment planning activities will be developed to ensure clinical integration between DMC-ODS and managed care providers.

4. The CHWP and COUNTY will promote availability of clinical consultation for Members receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
5. The delineation of case management responsibilities will be outlined.
6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and CHWP representatives.
7. The CHWP will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CHWP service area, CHWP shall pursue placement outside of the area.
8. The CHWP will coordinate services between the primary care providers and the treatment programs

### **C. Information Exchange**

The CHWP and COUNTY will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of personal health information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3) and other pertinent state and federal laws and regulations, including the Health Insurance Portability and Accountability Act, Title 22 and 42 CFR part 2, governing the confidentiality of mental health, alcohol and drug treatment information.

CHWP and COUNTY agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the



appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

The CHWP and COUNTY will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a) (3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above

#### **D. Reporting and Quality Improvement Requirements**

The CHWP and COUNTY will have policies and procedures to address quality improvement requirements and reports.

1. Hold regular meetings, as agreed upon by the CHWP and COUNTY, to review the referral and care coordination process and monitor Member engagement and utilization.

#### **E. Dispute Resolution Process**

At this time, the CHWP and COUNTY agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS). A dispute will not delay member access to medically necessary services and the referenced process is outlined in Attachment A – Matrix of Parties' Responsibilities of the signed MOU.

#### **F. Telephone Access**

The COUNTY must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CHWP staff, County Departments, and self-referral by calling the COUNTY's toll free number that will be available 24 hours per day, 7 days a week for service access, service authorization and referral.

#### **G. Provider and Member Education**

The CHWP and COUNTY shall determine the requirements for coordination of Member and provider information about access to CHWP and COUNTY covered services to increase navigation support for beneficiaries and their caregivers.

#### **H. Point of Contact for the MOU Addendum**

The Point of Contact for the MOU Addendum will be a designated liaison from both COUNTY and the CHWP.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness Plan

Signature: Abbie C. Teto

Print Name: ABBIE TETO

Title: VP. GOV PROGS. POLICY,  
STRATEGIC INITIATIVES

Date: 2/5/18

ECM #: \_\_\_\_\_

County of Nevada

(Legibly Print Name of Provider)

Signature: Edward C. Scofield

Print Name: Edward C. Scofield

Title: Chair, Board of Supervisors

Date: 2/27/2018

Tax Identification Number: 94-6000526

Approved as to Form:

Aleson Barragosa

County Counsel