

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

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| MEETING DATE: September 1, 2020 | TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent |
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DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Addendum to the Memorandum of Understanding Amendment between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County Division of Behavioral Health Plan Mental Health Services

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

| | |
|--|---|
| ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No | IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|--|---|

SPACE BELOW FOR CLERK'S USE

| | | |
|---|---|---|
| BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken | <input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____ | Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus |
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Lea Salas, Administrative Director

Reference: Agenda Item

Date of memo: August 21, 2020

Date of Board Meeting: September 1, 2020

Requested Action: Addendum to the Memorandum of Understanding Amendment between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County Division of Behavioral Health Plan Mental Health Services

Mandated by: Managed Care Final Rule, Title 22, CCR

Funding

Budgeted? Yes No

| | Yes | No |
|------------|-----|----|
| Revenue | | |
| Expenses | | |
| Difference | 0 | |

Background Information: This is an addendum to the MOU between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County for coordination of services. This addendum delineates the specific roles and responsibilities by ANTHEM and Sierra 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.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be in compliance.

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AMENDMENT
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
AND
SIERRA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN
MENTAL HEALTH SERVICES**

This MEMORANDUM OF UNDERSTANDING (MOU) Amendment is made and entered into as of this day _____, 2020, by and between the County of [SIERRA COUNTY], a political subdivision of the State of California, on behalf of [SIERRA COUNTY] County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). The MOU and amendments may be terminated by either party by giving at least 10 days written notice to the other party. Written notices under this MOU will be to the following:

SIERRA COUNTY BEHAVIORAL HEALTH SERVICES
704 Mill St.
Loyalton, CA 96118

ANTHEM
120 S. Via Merida
Thousand Oaks, CA 91362

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between SIERRA COUNTY, Department of Behavioral Health (hereinafter referred to as MHP)] and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as the "ANTHEM"). The purpose of the Addendum is to describe the responsibilities of the MHP and ANTHEM for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in [COUNTY NAME] County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM and MHP for screening, referral, coordination and delivery of alcohol and other drug services for Plan Medi-Cal Members, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Title 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to ANTHEM's Members.

BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to ANTHEM, effective July 1st 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, ANTHEM is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment (SUD) services.

TERMS

This Addendum shall commence on [insert date] and shall continue under the terms of the existing MOU.

OVERSIGHT RESPONSIBILITIES OF PLAN AND MHP

1. ANTHEM has responsibility to work with the MHP to ensure 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 MHP, as will any actions required to identify and resolve any issues or problems that arise.
2. The MHP 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. ANTHEM and MHP will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP will determine the final composition of the multidisciplinary teams to conduct this oversight function.
4. ANTHEM and the MHP 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 MHP will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
 - b. ANTHEM will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
 - c. ANTHEM will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment
2. Assessment Process
 - a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
 - b. The MHP will have available to the 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. ANTHEM providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
 - d. ANTHEM shall identify individuals requiring alcohol and or substance abuse treatment services
3. Referrals
- a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
 - i. The MHP will accept referrals from Plan staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
 - ii. ANTHEM accepts referrals from MHP staff, providers and Members' self-referral for physical health services.

B. Care Coordination

- 1. ANTHEM and MHP will develop and agree to policies and procedures for coordinating health care for Members enrolled in ANTHEM and receiving alcohol and other drug services through MHP.
- 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 ANTHEM and MHP protocols.
- 3. Coordination of care for alcohol and other drug treatment provided by MHP shall occur in accordance with all applicable federal, state and local regulations.
- 4. ANTHEM and MHP will promote availability of clinical consultation for shared clients 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 MHP and ANTHEM representatives.
- 7. ANTHEM will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within ANTHEM service area, Plan shall pursue placement outside of the area.
- 8. ANTHEM will coordinate services between the primary care providers and the treatment programs

C. Information Exchange

ANTHEM and MHP 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.

ANTHEM and MHP 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 referenced regulations.

D. Reporting and Quality Improvement Requirements ANTHEM and MHP will have policies and procedures to address quality improvement requirements and reports.

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

E. Dispute Resolution Process

At this time, ANTHEM and MHP 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) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

F. Telephone Access

The MHP 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 Members to access alcohol and other drug services. Referrals may come from primary care physicians, providers, Plan staff, County Departments, and self-referral.

G. Provider and Member Education

ANTHEM and MHP shall determine the requirements for coordination of Member and provider information about access to Plan and MHP covered services to increase navigation support for Members 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 MHP and ANTHEM.

The parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective [insert date].

Name (print): _____

Title: _____

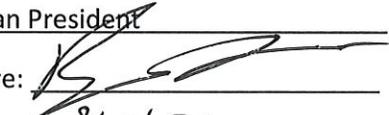
Signature: _____

Date: _____

[SIERRA COUNTY] County Behavioral Health Division

Name (print): Barsam Kasravi, MD

Title: Plan President

Signature:  _____

Date: 8/5/2

Blue Cross of California Partnership Plan, Inc.