

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

<b>MEETING DATE:</b> May 5, 2020	<b>TYPE OF AGENDA ITEM:</b> <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 Coordination of Services Mental Health Memorandum of Understanding

**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?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <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</p>	<p><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: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**  
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CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** April 27, 2020  
**Date of Board Meeting:** May 5, 2020

**Requested Action:** Addendum to the Memorandum of Understanding (MOU) between California Health and Wellness Plan (CHWP) and County of Sierra for Coordination of Services

**Mandated by:** Managed Care Final Rule

## Funding

**Budgeted?** Yes  No

	Yes	No
Revenue		
Expenses		
Difference	0	

**Background Information:** This is an addendum to the MOU between California Health and Wellness Plan and County of Sierra for coordination of services. This addendum delineates the specific roles and responsibilities by the CHWP 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 COORDINATION OF SERVICES MENTAL HEALTH MEMORANDUM OF UNDERSTANDING**

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between **Sierra County Behavioral Health** (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 responsibilities of the COUNTY and CHWP for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Sierra 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. 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 the Plan'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 CHWP, effective July 1<sup>st</sup> 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, the CHWP is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment services.

## **TERMS**

This Addendum shall commence on April 1, 2020 and shall continue under the terms of the existing MOU.

## **OVERSIGHT RESPONSIBILITIES OF THE CALIFORNIA HEALTH AND WELLNESS PLAN AND COUNTY**

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: screening, assessment, 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 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. The CHWP will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
  - c. The CHWP 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. 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 to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Level of Care 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.
  - d. The CHWP shall identify individuals requiring alcohol and or substance abuse treatment services
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 (including outpatient heroin detoxification providers, for appropriate 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.
4. The CHWP and COUNTY 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 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**

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 referenced regulations.

#### **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) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

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

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

hour access via its mental health access line, through which Members will be able to get referrals for Drug and Alcohol services. However, the COUNTY will not bill Drug Medi-Cal for Members accessing its 24 hour mental health access line.

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.

#### **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.

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

**California Health and Wellness Plan**

**Sierra County Behavioral Health**  
(Legibly Print Name of Provider)

Signature: Abbie Ann Totten

Signature: \_\_\_\_\_

Print Name: **Abbie Totten**

Print Name: \_\_\_\_\_

Title: **MediCal Program Officer**

Title: \_\_\_\_\_

Date: **04/23/2020**

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

Tax Identification Number: \_\_\_\_\_