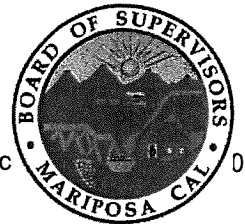


MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



RESOLUTION - ACTION REQUESTED 2018-8

MEETING: January 9, 2018
TO: The Board of Supervisors
FROM: Chevon Kothari, Human Services Director
RE: Addendum to MOU with California Health and Wellness Plan

RECOMMENDATION AND JUSTIFICATION:

Approve an Addendum to the Memorandum of Understanding (MOU) with California Health and Wellness Plan (CHWP) to coordinate patient physical and behavioral health care services; and authorize the Board of Supervisors Chair to Sign the MOU.

The purpose of this Addendum to the existing MOU is to describe the responsibilities of Mariposa County Behavioral Health and CHWP in the coordination and delivery of alcohol and Substance Use Disorder Treatment Services (SUDS) to CHWP members served by both parties. It is the intention of both parties to coordinate care between providers of physical and behavioral health care. There will be no exchange of funds between CHWP and Mariposa County Behavioral Health.

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 and the County of Mariposa, 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, the CHWP is required to execute a Memorandum of Understanding (MOU) with the County of Mariposa for alcohol and substance use disorder treatment services.

Mariposa County Behavioral Health is a Mental Health Plan (MHP), as defined in Title 9 California Code of Regulations (CCR), section 1810.226 and is required by the State Department of Health Care Services (DHCS) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

Mariposa County first entered into an MOU with CHWP on July 1, 2014. The term of this Addendum is July 1, 2017 through June 30, 2018, as stated in the Term section of the existing MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the existing agreement with California Health and Wellness Plan

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on August 22, 2017, by Resolution 2017-571.

The Board approved the previous agreement with California Health and Wellness Plan on July 26, 2016, by Resolution 2016-396.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this MOU is not approved, CMS and/or DHCS may sanction Mariposa County Behavioral Health pursuant to paragraph (one), subdivision (e), Section 5775 for failure to comply with the requirements of the Managed Care Final Rule and/or Welfare & Institution Code, Section 5777.5.

FINANCIAL IMPACT:

There will be no exchange of funds between CHWP and Mariposa County Behavioral Health. There will be no impact to the County General Fund.

ATTACHMENTS:

CA Health and Wellness MOU Addendum - Wcsignature December 7 2017 (PDF)
CA Health and Wellness MOU - Wsignature Aug 29 2017 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

ADDENDUM TO COORDINATION OF SERVICES MENTAL HEALTH MEMORANDUM OF UNDERSTANDING

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between County of Mariposa (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 Mariposa 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 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, 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 July 1, 2017 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) 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.
 - 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 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.

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

Mariposa County Behavioral Health

(Legibly Print Name of Provider)

Signature: Abbie Totten

Signature: Rosemarie Smallcombe

Print Name: Abbie Totten

Print Name: Rosemarie Smallcombe

Title: VP, Government Programs, Policy, & Strategic Initiatives

Title: Board Chair

Date: 12/17/17

Date: Jan. 12, 2018

ECM #: _____

~~Tax Identification Number:~~ _____

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL