

ADDENDUM TWO TO COORDINATION OF SERVICES MENTAL HEALTH MEMORANDUM OF UNDERSTANDING

This Addendum is the second addendum to Memorandum of Understanding (MOU) Tulare County Agreement Number 23067, effective February 2, 2007, and Addendum One, Agreement Number 23067-A, effective November 4, 2014, between the County of Tulare, by and through the Health and Human Services Agency, (hereinafter referred to as COUNTY) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM). The purpose of Addendum Two is to expand the responsibilities of the COUNTY and ANTHEM under the Mental Health Plan to include Medi-Cal alcohol and other drug services for Plan Members served by both parties under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM 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 the ANTHEM health plan.

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, as modified by Addendum One and Addendum Two, constitutes the entire understanding and obligation of each of the parties' specific roles and responsibilities. This Addendum shall commence on January 1, 2019, and all other terms of the MOU remain in effect.

OVERSIGHT RESPONSIBILITIES OF ANTHEM AND COUNTY

1. ANTHEM 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 well as 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. ANTHEM 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. ANTHEM and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.
4. ANTHEM 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. ANTHEM 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. ANTHEM and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.

- b. ANTHEM and COUNTY will distribute 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.
3. Referrals
- a. ANTHEM 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 ANTHEM staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services.
 - ii. ANTHEM will accept referrals from COUNTY staff, providers and Members' self-referral for physical health services.

B. Care Coordination

1. ANTHEM and COUNTY 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 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 ANTHEM 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. ANTHEM 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 by County.
6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and ANTHEM representatives.

C. Information Exchange

ANTHEM 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.

D. Reporting and Quality Improvement Requirements

ANTHEM and COUNTY will develop and agree to policies and procedures to address quality improvement requirements and reports.

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

E. Dispute Resolution Process

At this time, ANTHEM 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 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, ANTHEM 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

ANTHEM and COUNTY shall determine the requirements for coordination of Member and provider information about access to ANTHEM 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 ANTHEM.

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

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC

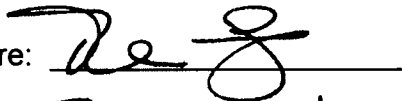
Signature: 

Print Name: Barsam Kasravi, MD

Title: Interim Plan President

Date: 4/4/19

Department of Mental Health

Signature: 

Print Name: Timothy Lutz

Title: HHSA Agency Director

Date: 4/10/2019

Tax ID Number: _____

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC

Signature: 

Print Name: CASSIE KAM

Title: CFO

Date: April 12, 2019

COUNTY OF TULARE

Date _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

Approved as to Form:

County Counsel

By Jan C Metz 4/16/17

Deputy

Matter # 20181547