

## **Memorandum of Understanding**

### **Drug Medi-Cal Organized Delivery System**

This Memorandum of Understanding (MOU) between the County of El Dorado (hereinafter referred to as COUNTY) and Blue Cross of California Partnership Plan, Inc., whose principal place of business is 1 WellPoint Way, Thousand Oaks, CA 91362 (hereinafter referred to as ANTHEM). The purpose of this MOU is to describe the responsibilities of COUNTY and ANTHEM for coordination of 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 MOU 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 this MOU. All references in this MOU 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. DHHS approved Waiver 11-W-00193/9 on December 30, 2015, and approved amended Waiver 11-W-00193/9 on April 5, 2018. Amended Waiver 11-W-00193/9 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**

This MOU constitutes the entire understanding and obligation of the parties and supersedes any prior agreement, writings, or understanding of the parties, whether oral or written, in each case with respect to the subject matter of the MOU. This MOU shall become effective upon final execution by both parties hereto and shall continue until terminated by either party.

## **OVERSIGHT RESPONSIBILITIES OF ANTHEM AND COUNTY**

1. ANTHEM has responsibility to work with 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. COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this 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 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. COUNTY will follow the medical necessity criteria outlined for the Drug Medical 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 screening, brief intervention, and referral to treatment (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. 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.
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**

1. ANTHEM and COUNTY will have policies and procedures to address quality improvement requirements and reports.
2. 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**

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**

1. The COUNTY must ensure that Members will be able to access services for urgent or emergency services twenty-four (24) hours per day, seven (7) days a week.
2. 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 twenty-four (24) hours per day, seven (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**

The Point of Contact for this MOU will be a designated liaison from both COUNTY and ANTHEM.

**I. Notices:**

1. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the COUNTY directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
2850 Fairlane Court, Building C  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to ANTHEM shall be addressed as follows:



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

BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.

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

Dated: \_\_\_\_\_

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

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

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

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

Sue Novasel, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_