

HEALTH HOMES PROGRAM

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (“Addendum”) constitutes part of the Memorandum of Understanding made and entered between Molina Healthcare of California Partner Plan, Inc. (MOLINA) and the San Bernardino County Department of Behavioral Health (“SBDBH”) (jointly referred to as “Parties”) dated February 13, 2018.

WHEREAS, California, Welfare and Institutions Code (“WIC”) Sections 14127 through 14128 authorized the Department of Health Care Services (“DHCS”), subject to federal approval, to create the Health Homes Program (“HHP”) for Medi-Cal members with chronic conditions who meet the eligibility criteria specified by DHCS;

WHEREAS, DHCS’s HHP implementation utilizes California’s Medi-Cal Managed Care infrastructure to provide HHP services to the members enrolled in the managed care system. The HHP is structured as a health home network functioning as a team to provide care coordination. This network includes the MCP, one or more Community-Based Care Management Entities (CB-CMEs), and contractual or non-contractual relationships with other Community-Based Organizations (CBOs) to provide linkages to community and social support services, as needed (taken together as the HHP);

WHEREAS, MOLINA participates in the HHP as a Managed Care Plan (“MCP”) and the County of San Bernardino, through its network providers, participates in the HHP as a CB-CMEs;

WHEREAS, DHCS requires MOLINA, as an MCP, to amend any existing memorandums of understanding with county mental health plans to address HHP specific information, ensure seamless access and delivery of mental health services, and identify processes for data sharing and conducting care coordination;

WHEREAS, pursuant to DHCS’s All Plan Letter 18-015 (“APL”), as more specifically described in Attachment 2 of the APL, MOLINA and SBDBH are required to ensure timely sharing of Protected Health Information (“PHI”) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3) and in compliance with HIPAA as well as other state and federal privacy laws;

NOW, THEREFORE, the Parties agree to incorporate this Addendum as follows:

HEALTH HOMES PROGRAM

I. INTRODUCTION

Molina Healthcare of California’s (MOLINA) Health Homes Program (HHP) is a service delivery model that focuses on providing individualized, whole-person care by a trained, integrated care coordination team that works in close connection with the Member’s Primary Care Provider (PCP) and all other network providers. This integrated care coordination team, known as the Community-Based Care Management Entity (CB-CME) provides an intensive set of services for a subset of

Medi-Cal Members, who have chronic conditions and/or severe mental illness, with a certain level of acuity and who require coordination of care at the highest levels.

The HHP focuses on whole-person, complex care management, which includes changing behaviors and patterns of health care among both Providers and Members with the goal of reducing avoidable admissions and readmissions, and increasing the use of appropriate, timely interventions, along with improved self-care management.

MOLINA's HHP service delivery model encompasses a person-centered, comprehensive approach to addressing the Member's goals for improvement and management of behavioral and physical health, acute care, long term services and supports and social needs. The CB-CMEs will address the Members' health needs through the provision of HHP core services, which may include, but is not limited to, delivering some medical and behavioral health care services, coordinating with Primary Care and other network Provider teams, coordinating with community-based organizations and housing agencies, and/or by referring to other resources within the community.

II. DEFINITIONS

1. **AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION:** A HIPAA and/or 42 CFR Part 2-compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
2. **BEHAVIORAL HEALTH SERVICES:** Mental health or substance use disorder and recovery treatment services that include prevention, case management, therapy, and medication support activities. "Services" contracted through other departments or community-based organizations deem the organization a "service provider."
3. **BREACH:** Acquisition, access, use or unauthorized disclosure of protected health information in a manner not permitted under the Health Insurance Portability and Accountability Act, which compromises the security or privacy of the information. An impermissible use or disclosure is presumed to be a breach unless the covered entity demonstrates a low probability that the information has been compromised or falls under one of three exceptions as specified in 45 CFR §164.400-414.
4. **BUSINESS ASSOCIATE:** An entity whom conducts the following on behalf of the covered entity where the provision of services named involves the disclosure of protected health information: creates, receives, maintains or transmits protected health information for a function or activity involving the use or disclosure of protected health information, including claims processing/administration, data analysis, data storage, utilization review, quality assurance, billing, benefit management, practice management, and repricing; provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services. **Note:** The Business Associate Agreement (BAA) attachment is only to be included for

business associates that are not covered entities.

5. **COMMUNITY BASED CARE MANAGEMENT ENTITY (“CB-CME”)** - shall mean an organization contracted to be within MOLINA Health Plan’s provider network, that meets DHCS’ qualifications, as a type of organization authorized to serve as a CB-CME and is able to perform the duties required by DHCS.
6. **CONFIDENTIALITY:** The duty of anyone entrusted with protected health information or personally identifiable information to keep that information private.
7. **COVERED ENTITY:** These include 1) health care providers, 2) health plans, and 3) health care clearing houses who transmit any health information in electronic form in connection with a transaction covered by the Privacy and Security Rules. See table on p. 2 titled “Covered Entities”.
8. **DEPARTMENT OF BEHAVIORAL HEALTH (DBH):** The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents
9. **DHCS HEALTH HOMES PROGRAM GUIDE** – is the document created by DHCS and entitled Medi-Cal Health Homes Program: Program Guide, as may be periodically updated by DHCS, and identifies all of the Health Homes Program requirements.
10. **HEALTH HOMES PROGRAM (“HHP”)** - shall mean the program created by DHCS, and approved by CMS, the objectives of which are to create health homes to coordinate the full range of physical health, behavioral health, and community-based long-term services and supports needed by Medi-Cal members with chronic conditions.
11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.
12. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver’s license, photo identification, other identifying number (case number, client index number, SIMON number/medical record number, etc.)
13. **PROTECTED HEALTH INFORMATION (PHI):** PHI is *individually identifiable health information* held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including

demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.

III. HHP PRIVACY AND SECURITY REQUIREMENTS

A. Privacy and Security

1. MOLINA shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and Code of Federal Regulations, Title 42, Part 2. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires MOLINA to adhere to the protection of personally identifiable information (PII) and Medi-Cal PII, and in accordance to 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and HIPAA Privacy and Security rules. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
3. Disclosure of PHI, including acknowledgement of participation or referral to/from Part 2 services is prohibited unless a valid client authorization (also referred to as "consent" of disclosure) per 42 CFR §2.31. MOLINA shall ensure disclosure without client authorization/consent occurs only for medical emergencies, research, and/or audit and evaluation, as specified under 42 CFR §2.51, §2.52. §2.53, respectively.
4. MOLINA shall comply with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and §2.16 Security for Records and the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI, PII, IIHI, and e-PHI; implementing reasonable and appropriate

policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI, PII, IIHI, and e-PHI, conducting privacy and security awareness and training at least annually and retain training records for six (6) years, and limiting access to those persons, who have a business need. Any disclosure made under 42 C.F.R. Part 2 must be limited to that information which is necessary to carry out the purpose of the disclosure.

5. MOLINA shall comply with the data privacy and security requirements set forth under 45 CFR §160 and §164 (HIPAA Privacy and Security Rules) and 42 CFR Part 2.16.

6. Reporting of Improper Access, Use or Disclosure or Breach

MOLINA shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the MOLINA shall complete the following actions:

- a. Provide DBH Office of Compliance with the following information to include but not limited to:
 - i. Date the potential breach occurred;
 - ii. Date the potential breach was discovered;
 - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - iv. Number of potentially affected patients/clients; and
 - v. Description of how the potential breach allegedly occurred.
- b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
- c. Provide completed risk assessment and investigation documentation to the DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
 - i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - ii. The unauthorized person who used PHI or to whom it was made;
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to PHI has been mitigated.

- d. MOLINA is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. MOLINA must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

IV. HHP RESPONSIBILITIES

	SBDBH	MOLINA
1. Sharing Beneficiary Information	<p>SBDBH will share Member information as needed for the purpose of supporting MOLINA, its CB-CMEs and the health plan's network providers for the provision of HHP services and care coordination. This includes sharing data elements related to a Member's service utilization from county operated and directly contracted providers, including:</p> <ul style="list-style-type: none"> • Programmatic information including assessments and care plans • County Behavioral Health Encounters – including inpatient, outpatient, and emergency encounters • Service start date • Service end date • Facility identifier – code identifying the facility at which each encounter occurred • Diagnosis code – International Classification of Diseases (ICD) diagnosis code(s) associated with each encounter • Procedure code – ICD or Current Procedural Terminology (CPT) procedure codes(s) associated with each encounter • Medication utilization data 	<p>MOLINA will share Member information as needed for the purpose of designing, implementing, reporting, audit, evaluation, monitoring and payment associated with HHP. This includes data elements related to a Member's service utilization including diagnoses, procedures, medication utilization, and medical inpatient and emergency room utilization.</p>

	<ul style="list-style-type: none"> • Claims – total claims paid in association with each encounter, including professional fees, facility fees, and pharmacy costs <p>Any sharing of client information shall comply with all applicable State and Federal regulations pertaining to privacy and security of Member information including but not limited to Welfare and Institutions Code (WIC), Section 5328, Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Code of Federal Regulations, Title 42, Part 2.</p> <p>Member information shared shall be covered under WIC 5328(a)(25) for mental health records; and 42 CFR §2.51, §2.52, and §2.53 for substance use disorder records if for audit/evaluation purposes, otherwise disclosure requires a valid Authorization signed by the client and/or legal representative.</p>	
2. Care Coordination for the provision HHP Core Services	<p>SBDBH is not directly responsible for the provision of HHP Core Services. However, SBDBH will work with MOLINA, its CB-CMEs and the health plan's network Providers to assist with the provision of HHP Core Services for Members enrolled in the HHP who also receive care through SBDBH. The six (6) HHP core services are as follows:</p> <ol style="list-style-type: none"> 1. Comprehensive and Individualized Care Management; 2. Care Coordination; 3. Health Promotion (including connection to medical, 	<p>MOLINA will work collaboratively with SBDBH to support its CB-CMEs and the health plan's network Providers in the provision of HHP Core Services for Members enrolled in the HHP who also receive care through SBDBH. The six (6) HHP core services are as follows:</p> <ol style="list-style-type: none"> 1. Comprehensive and Individualized Care Management; 2. Care Coordination; 3. Health Promotion (including connection to medical, mental health, and substance use disorder care);

	<p>mental health, and substance use disorder care);</p> <p>4. Comprehensive transitional care from medical and psychiatric inpatient/emergency room to other setting (including appropriate follow-up);</p> <p>5. Individual and family support, including authorized representatives; and</p> <p>6. Referral to relevant community and social support services (including connection to housing, transportation, healthy lifestyle supports, child care, and peer recovery support).</p>	<p>4. Comprehensive transitional care from medical and psychiatric inpatient/emergency room to other setting (including appropriate follow-up);</p> <p>5. Individual and family support, including authorized representatives; and</p> <p>6. Referral to relevant community and social support services (including connection to housing, transportation, healthy lifestyle supports, child care, and peer recovery support).</p>
3. Outreach Requirements	SBDBH will support MOLINA with care coordination and information sharing for mutual members who are outreached to by MOLINA and/or CB-CMEs and subsequently enrolled in HHP.	MOLINA and/or the CB-CME will conduct outreach and engagement for eligible Members according to priority engagement groups as defined by the health plan.
4. Housing Support	SBDBH will work collaboratively with MOLINA and CB-CMEs to coordinate services and information sharing for mutual members in enrolled in HHP who are in need of or receiving Housing Support Services.	MOLINA and contracted CB-CMEs will be responsible for the provision of housing navigation services for HHP Members and assure that individual housing transition services and individual and tenancy sustaining services are provided.
5. Health Information Technology	SBDBH will comply with data reporting requirement as defined by MOLINA and as outlined in the DHCS Medi-Cal Health Homes Program Guide.	MOLINA will provide SBDBH with HHP data reporting requirements.
6. HHP Trainings	SBDBH will participate in and complete MOLINA trainings as it relates to HHP care coordination for mutual members enrolled in HHP.	MOLINA will provide SBDBH with training and resources as it relates to HHP care coordination for mutual members enrolled in HHP.
7. HHP Case Conferences	SBDBH and its providers will participate in case conferences/multidisciplinary care team meetings with MOLINA and/or its CB-CMEs and network	MOLINA and/or its CB-CMEs will arrange for and participate in case conferences/multi-disciplinary care team meetings between MOLINA and/or its CB-CMEs, SBDBH and

ADDENDUM I

	providers for the purposes of care coordination and management for mutual members enrolled in HHP.	network providers for the purposes of care coordination and management for mutual members enrolled in HHP.
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