

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-331

SAP Number

Children and Family Services

Department Contract Representative	<u>Amanda Figueroa</u>
Telephone Number	<u>(909) 386-8146</u>
Contractor	<u>Inland Empire Health Plan</u>
Contractor Representative	<u>Valerie Ann Villaluz</u>
Telephone Number	<u>(909) 257-0729</u>
Contract Term	<u>January 1, 2024 through December 31, 2028</u>
Original Contract Amount	<u>Nonfinancial</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Nonfinancial</u>
Cost Center	<u></u>
Grant Number (if applicable)	<u></u>

Briefly describe the general nature of the contract:

Memorandum of Understanding with Inland Empire Health Plan to provide Open Access managed health care services for Medi-Cal eligible foster care children for the period of January 1, 2024 through December 31, 2028.

FOR COUNTY USE ONLY

Approved as to Legal Form

Daniella Hernandez
Daniella V. Hernandez, Deputy County Counsel

Date 4/30/2025

Reviewed for Contract Compliance

Patty Steven
Patty Steven, HS Contracts Unit

Date 5/1/2025

Reviewed/Approved by Department

Jeany Glasgow
Jeany Glasgow, Director

Date 4/30/2025

MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND
SAN BERNARDINO COUNTY, CHILDREN AND FAMILY SERVICES

with this MOU as described in Section 5 of this MOU.

f. “County Liaison” means County’s designated point of contact responsible for acting as the liaison between County and IEHP as described in Section 5 of this MOU. The County Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the County Responsible Person as appropriate.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of *five years* or as amended in accordance with Section 14.f of this MOU. Each Party is responsible for tracking their own oversight agency guidance and assessing the need for amendments or modifications to this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between County and IEHP for the delivery of care and services for Members who are receiving County Child Welfare Services, including those that are in the IEHP Open Access Program, which is detailed in Exhibit D of this MOU.

4. IEHP Obligations.

a. **Provision of Covered Services.** IEHP is responsible for authorizing Medically Necessary Covered Services, and for coordinating care for Members provided by IEHP’s Network Providers and other providers of carve-out programs, services, and benefits. IEHP must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services for which they are eligible, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic and Treatment benefit) services.

i. IEHP must provide and cover, or arrange for, as appropriate, all Medically Necessary Medi-Cal for Kids and Teens services, including Behavioral Health Treatment services.

ii. For Members currently receiving Specialty Mental Health Services (“SMHS”) or enrolled in an existing care management program, such as California Wraparound, Full Service Partnership, or Health Care Program for Children in Foster Care (“HCPCFC”), if the Mental Health Plan (“MHP”) for SMHS, a SMHS provider contracted to the MHP, or the care management program has contracted with IEHP to be an Enhanced Care Management (“ECM”) Provider, IEHP must assign the Member to the MHP, SMHS provider contracted to the MHP, or existing care management program as the ECM Provider unless the Member (or parent, legal guardian, or caretaker) requests otherwise. If a Member is enrolled in more than one existing care management program and those programs are each contracted ECM Providers, IEHP must assign the Member to the MHP or existing care management program that the Member identifies as the Member’s preferred ECM Provider or, if necessary, another ECM Provider that has capacity to accept the Member. However, if County is also an ECM Provider pursuant to a separate agreement between IEHP and County for ECM services, this MOU does not govern County’s provision of ECM services.

needs of Members are met. By January 1, 2024, IEHP must implement the role of IEHP-Foster Care Liaison who will follow DHCS-issued standards and expectations for this role as set forth in the Medi-Cal Managed Care Contract, DHCS All Plan Letters ("APLs"), or other similar instructions. The IEHP-County Liaison and the Foster Care Liaison roles may be assigned to the same designated individual.

e. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** IEHP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. County Obligations.

a. **Provision of Services.** County is responsible for delivering and coordinating County Child Welfare Services, which may include coordination with an ECM Provider to ensure timely and appropriate access to Member benefits and service beyond the scope of County program(s), including services provided or arranged for by County.

i. County Foster Care Public Health Nurses ("PHNs"), County-assigned probation officers, Community Health Workers, HCPCFC PHNs, child welfare case workers, and other county staff and/or secondary case managers, as applicable, should assist Members in accessing ECM, and, as appropriate, refer youth and children involved in child welfare to IEHP for ECM.

b. **Oversight Responsibility.** The ***Supervisor and Manager of Children and Family Services***, the designated County Responsible Persons, listed in Exhibit B of this MOU, is responsible for overseeing compliance with this MOU. The County Responsible Person serves, or may designate a person to serve, as the designated County Liaison, the point of contact and liaison with IEHP. The County Liaison is listed in Exhibit B of this MOU. County may designate one or more liaisons by program or service line. County must notify IEHP of changes to the County Liaison as soon as reasonably practical but no later than the date of change.

6. Training and Education.

a. To ensure compliance with this MOU, IEHP must provide training and orientation for its employees who carry out IEHP's responsibilities under this MOU and, as applicable, for IEHP's Network Providers, Subcontractors, and Downstream Subcontractors who assist IEHP with carrying out responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, IEHP must provide this training within *60 Working Days* of the Effective Date. Thereafter, IEHP must provide this training prior to all such persons or entities performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. IEHP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County services to their Network Providers. In accordance with health education standards as required by the Medi-Cal Managed Care Contract,

Services;

2. Determine what types of services (if any) are being provided by County, or other third-party programs or services;

3. Coordinate the provision of services with County to ensure that IEHP and County are not providing or ensuring the provision of duplicative services and that the Member is receiving all Medically Necessary Medi-Cal for Kids and Teens services within 60 calendar days following the preventive screening or other visit identifying a need for treatment, whether the services are Covered Services under the Medi-Cal Managed Care Contract. All Medi-Cal for Kids and Teens services are Covered Services unless expressly excluded under the Medi-Cal Managed Care Contract;

4. Notify the appropriate child welfare case worker and HCPCFC PHN if the Member (or parent, legal guardian, or caregiver) when the Member refuses services or is unable to be reached to ensure County has information necessary to inform investigations, guide County placement decisions, and/or alert County staff to issues of safety or neglect; and

5. Notify the appropriate child welfare case worker and HCPCFC PHN at the assumption of care to ensure that the appropriate person is aware of all services being provided to the Member.

c. Care Coordination for Youth and Children in Foster Care.

i. IEHP must implement policies and procedures to track Members receiving County Child Welfare Services by maintaining an up-to-date database of Members who are involved with child welfare and/or foster care as identified by the CDSS in collaboration with IEHP.

ii. The IEHP-County Liaison must oversee coordination of care for Members receiving County Child Welfare Services by:

1. Ensuring that each Member is assessed for medical and behavioral health needs;

2. Ensuring that each Member's needs as defined under Medi-Cal for Kids and Teens services have been met through the provision of a care plan and warm hand offs to appropriate Providers. If services are needed, the first encounter must occur without unnecessary delay and in accordance with clinical standards (e.g., AAP Bright Futures Periodicity Schedule, Advisory Committee on Immunization Practices vaccination schedule). This includes collaborating with Providers, foster caregivers, and HCPCFC PHN as necessary to ensure medical and dental exams are provided within 30 calendar days in accordance with the Child Welfare Services Manual Division 31.206.36;

3. Notifying group homes, Short Term Residential Therapeutic Programs, child welfare case worker, HCPCFC staff, and foster parents of Members regarding IEHP and County services when a Member is placed outside IEHP's Service Area;

4. Offering transportation information and resources, as needed, to Members, such as how Members can access non-emergency medical transportation for Medi-Cal services, which include, but are not limited to, appointments and medication, medical equipment, and supplies pickup;

Care Contract and this MOU.

ii. IEHP must invite the County Responsible Person and appropriate County program executives to participate in IEHP quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings as appropriate.

iii. IEHP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

b. **Local Representation.** IEHP must participate, as appropriate, in meetings or engagements to which IEHP is invited by County, such as local county meetings, local community forums, Child and Family Team Meetings, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop Quality Improvement activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and Quality Improvement initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. IEHP must document these Quality Improvement activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance related to sharing Members' data and information, the Parties may reference the CalAIM Data Sharing Authorization Guidance.⁵

a. **Data and/or Information Exchange.** IEHP must, and County is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include sharing authorization documentation and Member demographic, contact, behavioral, and physical health information; CANS data; diagnoses; relevant physical assessments and screenings for adverse childhood experiences; medications prescribed; documentation of social or environmental needs identified; individual nursing service plan ("INSP")/Case Plan; and known changes in condition that may adversely impact the Member's health and/or welfare; and, if necessary, obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

i. IEHP must implement processes and procedures to ensure the

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or otherwise set forth in local, State, and/or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., County cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by County.

14. General.

a. **MOU Posting.** IEHP must post this executed MOU on its website.

b. **Documentation Requirements.** IEHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, IEHP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** IEHP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, IEHP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of IEHP's obligations under this MOU. Other than in these circumstances, IEHP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** IEHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. IEHP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Inland Empire Health Plan (IEHP)

Signed by:
Dr. Takashi Wada
By: _____
Takashi Wada, MD, MPH
Chief Medical Officer
for Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 12/25/2024

DocuSigned by:
Signature on Behalf of
IEHP Governing Board
Approved under
Minute Order 24-096
By: _____
Chair, IEHP Governing Board

Date: _____

DocuSigned by:
Anna W. Wang
By: _____
Secretary, IEHP Governing Board

Date: 12/26/2024

Approve as to Form:

Signed by:
Anna W. Wang
By: _____
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: 12/13/2024

San Bernardino County

Dawn Rowe
Signature: Name: Dawn Rowe
Title: Chair, Board of Supervisors MAY 20 2025
Notice Address: HS Administrative Support
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415



Initial
EH

Exhibit C

Data Elements

The Parties agree to additional data elements such as:

- a. MCP and County must share the following data elements, when requested:
 - i. Member demographic information;
 - ii. Immunization data
 - iii. Well Child visit information
 - iv. Screeners and/or assessments
 - v. Behavioral and physical health information;
 - vi. Diagnoses, progress notes, and assessments;
 - vii. Medications prescribed;
 - viii. Laboratory results; and
 - Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.

- services, urgent and emergency care services, diagnostic and therapeutic laboratory services, maternity care, family planning services, and vision care. The membership handbook, which is regularly updated and distributed to enrolled members, will serve as reference to basic membership.
- F. Provide health care services for San Bernardino County foster care children who reside in IEHP's Medi-Cal service area and who are enrolled in the plan by CFS. No dependent child in foster care may be denied eligibility due to a pre-existing medical or mental health condition.
 - G. Provide a Foster Care service POD dedicated to dependent foster children that may include at a minimum one (1) Registered Nurse case manager and one (1) Coordinator. IEHP shall maintain a toll-free number for access to the Foster Care POD for SWs, EWs and PHNs for information exchange. IEHP will staff based on the level of demand.
 - H. Assist PHNs in accessing client information such as, but not limited to, the following: Confidential Screening/Billing Report Forms (PM160), x-rays, laboratory reports, physician visits, hospital records, surgery procedure reports, and immunizations.
 - I. Recruit and maintain a network of physicians including General Practitioners, Family Practitioners and/or Pediatricians that meet IEHP's credentialing standards.
 - J. Permit CFS clients to change their PCP within the plan at any time without notice.
 - K. Coordinate with CFS to address service gaps identified by CFS staff and/or foster parents.
 - L. Provide non-emergency transportation assistance for medical appointments when advance arrangements have been made by CFS staff or the child's foster parent and when all other options have been exhausted at the discretion of IEHP.
 - M. Provide access to IEHP's "After Hours Nurse Advice Line" consistent with the benefit for all IEHP members.
 - N. Provide equal access to services provided to all IEHP Medi-Cal members including, but not limited to:
 - 1. Bicycle safety program that includes bicycle helmets to members between the ages of five (5) and fourteen (14) who complete and return a bicycle safety quiz.
 - 2. Car safety seat training to adult caregivers, resulting in provision of infant car seats for clients under the age of one (1).
 - 3. Provide no-cost vitamins for members under the age of five (5) when prescribed by the physician.
 - O. Provide an electronic and/or hardcopy of the "Confidential Screening/Billing Report (PM160) Claim Form" to the designated public health nurse liaison.
 - P. Develop and send appropriate written communication to inform foster caregivers how to access services at initial enrollment and in the event of changes.
 - Q. Provide a new ID card to each client when that client's primary physician or foster caregiver changes.
 - R. Provide a list of IEHP employees, including personal identification numbers, who are authorized to access the personal health information of CFS dependent children enrolled in the Open Access program.
 - S. IEHP will provide a minimum of two "Open Access" trainings at mutually agreed places and times for CFS staff and/or foster parents as requested.
 - T. IEHP agrees to work with CFS in development of medical data queries to identify "Red Flags" and will notify the CFS liaison via e-mail when any "Red Flags" are identified.
 - U. Provide specialized training to the network of physicians who will treat foster children. Such training shall be done at least annually and shall include, but not be limited to, a reminder to the physicians and their respective office staff of their reporting obligations under California law if, during their day-to-day practice, they encounter reasonable suspicion of physical, sexual or emotional abuse and neglect to the foster children.