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

SAN BERNARDINO COUNTY

Contract Number 24-397

SAP Number

Department of Aging and Adult Services

Department Contract Representative	Julie West
Telephone Number	909.387.2462
Contractor	Inland Empire Health Plan (IEHP)
Contractor Representative	Leslie Ruiz
Telephone Number	(909) 552-0743
Contract Term	April 23, 2024 – April 22, 2027
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract:
Non-Financial Memorandum of Understanding with Inland Empire Health Plan as required by the California Department of Health Care Services, including non-standard terms, to provide coordinated care for In-Home Supportive Services, effective April 23, 2024 through April 22, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
DocuSigned by: Jacqueline Carey-Wilson 25E2580DB071A45...	Patty Steven BE40D70FB5648B...	Glenda Jackson 986D21FE3AB1453...
Jacqueline Carey-Wilson, Deputy County Counsel	Patty Steven, Contracts Manager	Glenda Jackson, Assistant Director
Date May 8, 2024	Date May 8, 2024	Date May 8, 2024

ATTACHMENT C:

IHSS MEMORANDUM OF UNDERSTANDING

BETWEEN

INLAND EMPIRE HEALH PLAN

AND

SAN BERNARDINO COUNTY

DEPARTMENT OF AGING AND ADULT SERVICES

COVER PAGE

Memorandum of Understanding

between Inland Empire Health Plan and The San Bernardino County Department of Aging and Adult Services

This Memorandum of Understanding ("MOU") is entered into by Inland Empire Health Plan("IEHP") and *San Bernardino County Department of Aging and Adult Services* ("County"), effective as of [*April 23, 2024*] ("Effective Date"). County, IEHP, and IEHP's relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, IEHP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in IEHP and who are receiving, or are potentially eligible to receive, In-Home Supportive Services ("IHSS") ("Members") are able to access and/or receive services in a coordinated manner from IEHP and County; and

WHEREAS, the Parties desire to ensure that Members receive IHSS in a timely manner and that IHSS is coordinated with medical services and long-term services and supports ("LTSS") to promote the health and safety of Members.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by IEHP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by IEHP to oversee IEHP coordination and communication with County and ensure IEHP's compliance with this MOU as described in Section 4 of this MOU.

b. IHSS Liaison" means IEHP's designated point of contact responsible for acting as the liaison between IEHP and County as described in Section 4 of this MOU. The IHSS Liaison must 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 IEHP Responsible Person and/or IEHP compliance officer as appropriate.

c. "IHSS Responsible Person" means the person designated by County to oversee coordination and communication with IEHP and ensure County's compliance with this MOU as described in Section 5 of this MOU.

d. "IHSS Liaison" means County's designated point of contact responsible for acting as the liaison between IEHP and County as described in Section 5 of this MOU. The IHSS 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 IHSS Responsible Person as

appropriate.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three (3) years with option to extend for two (2) years, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination of care between County and IEHP for Members who may be eligible for and/or are receiving IHSS.

4. IEHP Obligations.

a. **Provision of Covered Services.** IEHP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by IEHP's Network Providers, providing information necessary to assist Members or their Authorized Representatives in referring themselves to County for IHSS, and coordinating services and other related Medi-Cal LTSS provided by IEHP and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Director, Integrated Care, the designated IEHP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing IEHP's compliance with this MOU. The IEHP Responsible Person must:

i. Meet at least quarterly with County, as required by Section 9 of this MOU;

ii. Report on IEHP's compliance with the MOU to IEHP's compliance officer no less frequently than quarterly. IEHP's compliance officer is responsible for MOU compliance oversight reports as part of IEHP's compliance program and must address any compliance deficiencies in accordance with IEHP's compliance program policies;

iii. Ensure there is sufficient staff at IEHP to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of IEHP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from County are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for IEHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at IEHP to serve, as the IEHP-IHSS Liaison, the point of contact and liaison with County. The IEHP-IHSS Liaison is listed in Exhibit A of this MOU. The IHSS Liaison functions may be assigned to the IEHP-LTSS Liaison as long as the IEHP-LTSS Liaison meets the training requirements and has the expertise to work with the IHSS Responsible Person, in accordance with DHCS All-Plan Letter ("APL") 23-004 or any subsequent version of the APL and Section 6 of this MOU. IEHP must notify County of any changes to the IEHP-IHSS Liaison in

writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

c. **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 assessing, approving, and authorizing each Member's initial and continuing need for IHSS pursuant to California Welfare and Institutions Code Section 12300.

b. **Oversight Responsibility.** The [Coordinated Care Initiative District Manager], the designated IHSS Responsible Person listed in Exhibit B of this MOU, is responsible for overseeing County's compliance with this MOU. The IHSS Responsible Person serves, or may designate a person to serve, as the designated IHSS Liaison, the point of contact and liaison with IEHP. The IHSS Liaison is listed in Exhibit B of this MOU. County must notify IEHP of changes to the IHSS Liaison as soon as reasonably practical but no later than the date of change.

The IHSS Responsible Person must ensure there is sufficient staff at County who support compliance with and management of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, IEHP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for IEHP's Network Providers, Subcontractors, and Downstream Subcontractors who assist IEHP with carrying out IEHP's 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 any such person or entity 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 IHSS to its Network Providers

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, IEHP must provide County, Members, and Network Providers with educational materials related to accessing Covered Services, including for services provided by County.

c. IEHP must provide County, Members, and Network Providers with training and/or educational materials on how IEHP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

d. IEHP, in collaboration with County, must ensure that the IHSS Liaison is sufficiently trained on IHSS assessment and referral processes and providers, and on how IEHP and Primary Care Providers can support IHSS eligibility applications and coordinate care across IHSS, medical services, and LTSS. This includes training on IHSS referrals for Members in inpatient and Skilled Nursing Facility ("SNF") settings as a part of Transitional Care Service requirements, to support safe and stable transitions to home and community-based settings.

IEHPIEHP

7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to County for IHSS and/or IEHP for the appropriate services.

b. For Members who may be eligible to receive IHSS, who desire IHSS but are not currently receiving IHSS, IEHP must submit Member referrals to IHSS using a patient-centered, shared decision-making process.

c. If IEHP learns that a Member who is currently receiving IHSS has a condition that has changed, IEHP must advise that Member to contact the County IHSS Office to conduct an eligibility redetermination for IHSS.

d. County should refer Members to IEHP for IEHP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). 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.

e. If County is notified that an existing IHSS participant has had a change of condition, County must follow up to determine if a reassessment of IHSS is needed.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. IEHP must have policies and procedures in place to maintain collaboration with County and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. IEHP's policies and procedures must include:

1. Processes for coordinating with County that ensure there is no duplication of services for Members enrolled in ECM, Community Supports, and other Covered Services through IHSS and that services (such as ECM, Community

[1] CalAIM Population Health Management Policy Guide, available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf.

Supports, and IHSS) are provided in a coordinated and complementary manner. IHSS eligibility does not preclude eligibility for ECM and Community Supports;

2. Processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medi-Cal benefits to be provided or arranged for by IEHP while Members receive IHSS; and

3. Processes for outreach and coordination with County (and, to the extent possible, Members and IHSS) for Members identified by DHCS as receiving IHSS.

v. IEHP must assess Members transferring from one care setting or level of care to another, such as from a hospital or an SNF to the home or community, and provide IHSS referral information to Members and supporting documentation to County if Members or their Authorized Representatives self-refer to IHSS, as appropriate, as a part of Transitional Care Service requirements in accordance with All-County Letter No.: 02-68, All-County Information Notice No.: I-43-06, or any subsequent or superseding guidance.

vi. County should provide Members and their Authorized Representatives, with approval of Members, and IHSS, with information on how to assist Members with obtaining IEHP's Covered Services, including any Community Supports or care management programs for which they may qualify, such as ECM or CCM.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, IEHP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill IEHP's obligations under the Medi-Cal Managed Care Contract and this MOU.

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

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

e. **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, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

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

a. **Data 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 behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The Parties are not required to obtain specific signed releases of information to exchange Member data for the purpose of sending and receiving referrals.

i. IEHP must coordinate with County to receive population data regarding IHSS for Members to enable IEHP to have more accurate and precise measurements of health risks and disparities within IEHP's Member population, as required by the CalAIM Population Health Management Policy Guide.[2]

ii. IEHP must, and County is encouraged to, share information necessary to facilitate referrals as described in Section 7 of this MOU and provide ongoing care coordination as described in Section 8 of this MOU. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually.

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[2] CalAIM Population Health Management Policy Guide, available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf.

iii. IEHP must share information with County that is necessary for the IHSS Liaison to identify which Members are also receiving ECM and/or Community Supports, to assist Members with accessing all available services.

b. **Interoperability.** IEHP must make available to Members their electronic health information held by IEHP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. IEHP must make available an application programming interface ("API") that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on IEHP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. IEHP must, and the County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between IEHP and County that cannot be resolved in a good faith attempt between the Parties must be forwarded by IEHP to DHCS and may be reported by County to the California Department of Social Services. Until the dispute is

resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

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, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by IHSS 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 IHSS.

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 through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between County and IEHP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither County nor IEHP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

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

IEHP

Signature: DocuSigned by: Dr. Takashi Wada DC91F3B592134FF...

Date: 4/9/2024

Takashi Wada, MD, MPH, Chief Medical Officer for:

Jarrod McNaughton, MBA, FACHE Chief Executive Officer

Notice Address:
Inland Empire Health Plan 10801 6th Street
Rancho Cucamonga, CA 91730

SAN BERNARDINO COUNTY

▶ Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____ Deputy

BOARD OF SUPERVISORS COUNTY OF SAN BERNARDINO 1853 SAN BERNARDINO COUNTY, CA

DocuSigned by:

By: _____
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Chair, IEHP Governing Board

Date: 4/9/2024

DocuSigned by:

Attest: _____
EB1F4AD25DD84F8...
Secretary, IEHP Governing Board

Date: 4/9/2024

Approved as to Form
DocuSigned by:
By: _____
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Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

DS MP

Date: 4/9/2024

Exhibit A

Inland Empire Health Plan Exhibit A

Compliance and Oversight Responsibilities

MCP-IEHP	Address	Telephone
Director, Integrated Care	10801 6th Street Rancho Cucamonga, CA 91730	909-890-2000

MCP-IEHP	Address	Telephone
County Programs Liaison	10801 6th Street Rancho Cucamonga, CA 91730	909-890-2000

Exhibit B

San Bernardino County In-Home Supportive Services

DAAS	Address	Telephone
Loretta Sotile, San Bernardino County Aging and Adult Services District Manager	17270 Bear Valley Rd. Ste. 108 Victorville, CA 92395	760-243-8467
Sheila Johnson, San Bernardino County Aging and Adult Services Supervising Social Worker	17270 Bear Valley Rd. Ste. 108 Victorville, CA 92395	760-243-8474