

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

Memorandum of Understanding

between Inland Empire Health Plan (IEHP) and San Bernardino County, Children and Family Services

This Memorandum of Understanding ("MOU") is entered into by **Inland Empire Health Plan ("IEHP")** and **San Bernardino County, Children and Family Services (CFS)** ("County"). Effective as of January 1, 2024. San Bernardino County, IEHP, and IEHP's Subcontractor and/or Downstream Subcontractor 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 Members enrolled, or eligible to enroll, in IEHP and who are County Child Welfare involved and/or receive foster care services ("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 IEHP and County services set forth in this MOU in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of the care coordination provided.

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 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. "County Child Welfare Services" means the services provided by the State's program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services ("CDSS"), Children and Family Services Division.

b. "IEHP 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.

c. "IEHP-County 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 IEHP-County 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's compliance officer as appropriate.

d. "Foster Care Liaison" means IEHP's designated individual assigned to ensure the needs of Members covered under this MOU are met as outlined in the Medi-Cal Managed Care Contract.

e. "County 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.

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.

b. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as “mandated reporters.” If IEHP is a “mandated reporter” in the state of California, IEHP understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a “mandated reporter”, IEHP shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

c. Oversight Responsibility. The ***Manager of Complex Children and Family Services***, 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 the County Responsible Person and appropriate County program executives, 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. The 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 who support compliance with and management of this MOU;
- iv. Ensure the appropriate level of IEHP leadership (e.g., 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 designate a person at IEHP to serve, as the IEHP-County Liaison, the point of contact and liaison between IEHP and County to coordinate care for children and youth receiving County Child Welfare Services. The IEHP-County Liaison is listed in Exhibit A of this MOU. As appropriate, the IEHP-County Liaison must also serve as a family advocate. IEHP must notify County of any changes to the IEHP-County 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.

d. IEHP must designate at least one individual to serve as the Foster Care Liaison. Additional Foster Care Liaisons must be designated as needed to ensure the

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,

IEHP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by County. In addition, IEHP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version of the APL.

b. 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.

7. Referral Process.

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 planning and coordination issues or barriers to care coordination efforts at least quarterly *[but can agree to more frequent meetings]*.

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 and County must collaborate to ensure that Members receiving County Child Welfare Services continue to receive all Medically Necessary Covered Services, including, without limitation, dental, behavioral, and developmental services, when they move to a new location or they transition or age out of receiving County foster care services.

v. IEHP must have processes for ensuring the continuation of Basic Population Health Management³ and care coordination of all Medically Necessary Covered Services to be provided or arranged for by IEHP for Members receiving County Child Welfare Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

vi. IEHP's policies and procedures must include processes for coordinating with County to ensure Members receive ECM, CCM, and/or Community Supports and/or other case management services for which they may qualify.

vii. IEHP must ensure Members' Medical Records are readily accessible and up to date for Members transitioning or aging out of receiving County foster care services.

b. Coordination of Medi-Cal for Kids and Teens Services.⁴

i. Where IEHP and County have overlapping responsibilities to coordinate services for Members under age 21, IEHP must do the following:

1. Assess the Member's medical and/or behavioral health needs, or follow the Member's physician's or licensed behavioral health professional's recommendations, for Medi-Cal for Kids and Teens Medically Necessary Covered

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;

5. Upon request by County or a Network Provider, facilitating scheduling of medical appointments and referrals for dental services for Members;

6. Informing Network Providers about the availability of benefits, including dental benefits, such as assisting Members with scheduling appointments, including behavioral health appointments, and arranging non-emergency medical transportation for Medi-Cal services; and

7. Upon request, providing information regarding the Member's Primary Care Physician ("PCP") or other Network Provider to County to assist with coordination of care.

iii. County should, when requested by Members (or Members' parent(s) or legal guardian(s) and/or caregiver(s) of foster children), assist Members ages 0-21 years with scheduling appointments for medical services through their assigned PCP and/or alert IEHP of barriers to Members' access to services.

d. Care Coordination for Specialty Mental Health Services for Youth and Children.

i. IEHP and County must coordinate to ensure that Members receiving County Child Welfare Services are directly referred to County's MHP for an SMHS assessment pursuant to BHIN 21-073 if they, or an individual acting on their behalf, contacts the IEHP access line or the MHP seeking help.

ii. IEHP must ensure that Members are provided with all Medically Necessary Covered Services, as identified by the assessments and communicated to IEHP, in a timely and coordinated manner and in accordance with DHCS APLs 22-005, 22-006, and 22-028 or other forthcoming instructions.

iii. The Parties must develop a process for coordinating care for Members receiving County Child Welfare Services who are eligible for or are concurrently receiving Non-Specialty Mental Health Services ("NSMHS") and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

iv. IEHP must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access NSMHS and SMHS through multiple pathways and are not turned away based on which pathway they rely on, including but not limited to adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

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, to address care coordination, Quality Improvement activities, Quality Improvement outcomes, systemic and case-specific concerns, and communicating with others within their organizations about such activities. These meetings may be conducted virtually.

i. 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.

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

Medical Records of those Members receiving County Child Welfare Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population's complex needs remain met once Members are no longer involved with County Child Welfare and/or foster care.

ii. IEHP must share the necessary information with County to ensure the County Liaison is made aware of Members who are enrolled in ECM and/or Community Supports and (i) are receiving County Child Welfare Services; (ii) have been involved with foster care in the past 12 months; (iii) are eligible for and/or enrolled in the Adoption Assistance Program;⁶ or (iv) have received Family Maintenance services⁷ in the past 12 months, in order to improve collaboration between County and ECM to help ensure Members have access to all available services.

iii. IEHP must collaborate with County to develop processes and implement strategies to ensure their systems share data, and work together to improve outcomes that require collaboration across systems, including process measures (such as appropriate cross-sector attendance at Child and Family Teams Meetings), utilization measures (such as timely and appropriate access to Medi-Cal for Kids and Teens services for each Member), and outcome measures (such as shorter intervals until placement stability, shorter time to reunification, social drivers of health disparity gap closure).

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 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 County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, County and IEHP must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless the MOU is terminated. If the dispute cannot be resolved within *thirty (30) calendar days* of initiating such dispute or such other time 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 CDSS. 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, 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

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 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

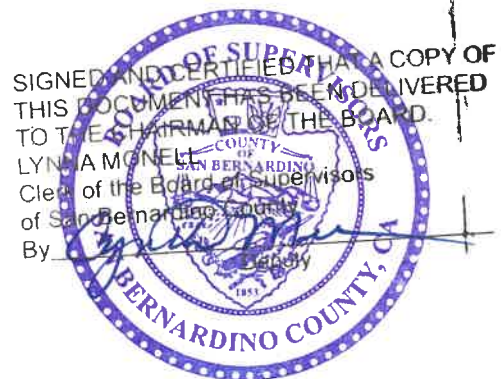
Approve as to Form:

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

Exhibits A and B

IEHP Liaison	Address	Telephone and email
Amy Myer, LCSW Manager, Complex Children and Family Services	10801 Sixth St. Rancho Cucamonga, CA 91730	909-890-4255 Myer-A@iehp.org

CFS Liaisons	Address	Telephone and email
Marjorie Yanez, Supervisor Children and Family Services	150 S. Lena Rd. San Bernardino, CA 92415	909-891-3532 Marjorie.Yanez@hss.sbcounty.gov
Ana Del Nogal, Manager Children and Family Services	150 S. Lena Rd. San Bernardino, CA 92415	909-891-3562 Ana.DelNogal@hss.sbcounty.gov

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.

Exhibit D

IEHP OPEN ACCESS HEALTH PLAN

Inland Empire Health Plan (IEHP) provides the Open Access managed health care program, which includes Medi-Cal services and resources not currently available through the standard Medi-Cal program. Open Access was developed specifically with the needs of foster care children in mind. CFS is able to refer eligible foster care children to the program so they can access the additional services offered. The advantages include the combined flexibility of a fee-for-service Medi-Cal reimbursement system with the care coordination advantages of a Health Maintenance Organization (HMO). Open Access consists of a network Primary Care Physicians (PCPs), Medical Specialists (Orthopedists, surgeons, etc.), and hospitals that are contracted specifically to serve the foster care population. While the health plan continues to encourage foster families to establish a relationship with one provider, the network is structured to allow children to visit any of the network PCPs at any time.

IEHP has a care management team that is dedicated to serving Open Access foster care children that provides hands-on support to county social workers, foster parents, and foster children in accessing appropriate and timely medical services. They are supported by a tracking system developed specifically to serve the foster care population. This system provides a means to record and track daily encounters from multiple data sources (e.g., pharmacy records, records of eligibility checks by providers and facilities, encounter and claims data, and child health information collected by the doctor) to produce a current and comprehensive medical service activity profile on each Open Access Member.

Other enhancements that distinguish Open Access from standard Medi-Cal include:

- Access to after-hours nurse advice
- Access to a full menu of health education services
- Availability of specialized health management services for asthmatics, diabetics, and high-risk pregnant members
- Proactive quality oversight
- Formal grievance program

IEHP's Open Access Program responsibilities are as follow:

- A. Refer members who need specialty mental health services to San Bernardino County Department of Behavioral Health.
- B. Refer children with suspected CCS eligible conditions to the CCS program. CCS will case manage the medical care of CCS eligible conditions. IEHP and its network medical groups will case manage the overall physical health of the member. IEHP will ensure the provision of all medically necessary drugs and over the counter medications consistent with the benefits for IEHP Medi-Cal members.
- C. Assign an IEHP staff member as the primary liaison between IEHP and CFS. At the discretion of IEHP, the liaison may represent IEHP in the first level review of the dispute resolution process.
- D. Notify staff and providers of their responsibility to refer members, as appropriate and in compliance with Federal and State law, for specialty health services that do not fall within the scope of the PCP.
- E. Provide all of the basic services that all IEHP Medi-Cal members receive, including specialty services, such as, but not limited to, doctor visits, hospitalization, immunizations, emergency services, physician services, inpatient hospital services, ambulatory care

- 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.

- V. Provide a quarterly report to the CFS liaison at least one (1) week prior to each quarterly JOM meeting that will include, but not be limited to, the following CFS client information:
1. Number of claims processed and denied
 2. Number of calls received through the toll-free telephone number
 3. Number of claims by PCP
 4. Number of clients receiving services
 5. Number of clients involuntarily disenrolled
 6. Count of clients by zip code of client's residence
 7. Count of clients by ethnicity
 8. Count of clients by primary language
 9. Number and type of grievances and informal complaints, including "Red Flags"
 10. Number of clients by Region