

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
TARGETED CASE MANAGEMENT PROGRAM
AND
KP CAL, LLC**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of August 1, 2015, by and between the County of El Dorado, a political subdivision of the State of California, on behalf of County of El Dorado Health and Human Services Agency, Targeted Case Management (TCM) Program (hereinafter referred to as “County”) and KP Cal, LLC (hereinafter referred to as “KAISER”) in order to implement California’s “Bridge to Reform,” Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion requirement for Medi-Cal managed care plans to be responsible for broader care coordination and case management services for beneficiaries as defined in the Code of Federal Regulations (CFR) and applicable provisions in Kaiser’s DHCS Medi-Cal Managed Care Agreement. The purpose of this MOU is to comply with the requirements of the DHCS PPL No. 15-002 Targeted Case Management and the Managed Care Plan MOU of Understanding Protocols to Assure Non-Duplication of Services and Annual Performance Monitoring Plan Requirements and to define the respective responsibilities and necessary coordination between the County of El Dorado Public Health TCM Program (hereinafter referred to as “County TCM”) and KAISER.

1. BACKGROUND

TCM consists of comprehensive case management services that assist clients within a specified target population to gain access to needed medical, social, educational and other services. TCM services ensure that the changing needs of the client are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. The TCM Program serves the needs of adults and children who qualify for TCM. Both Kaiser and the County’s TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services across all providers and care settings that are not duplicated.

California’s “Bridge to Reform,” Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion requires Medi-Cal managed care health plans to be responsible for broader care coordination and case management services for Medi-Cal beneficiaries. This includes coordination and referral of resources for client social support issues. The responsibilities and protocols are clearly defined in the DHCS Policy and Procedure Letters 15-002, 11-006, and 11-008¹.

In order to implement a collaborative approach between County’s TCM program and Kaiser’s Medi-Cal managed care health plan, and to offer the broadest care possible to clients/members, County is required to enter into this MOU with Kaiser as the managed care health plan for County of El Dorado.

This MOU defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services.

¹ <http://www.dhcs.ca.gov/formsandpubs/Pages/MAATCMPPLs.aspx>

2. PURPOSE

The purpose of this MOU is to define the respective responsibilities and necessary coordination between County and Kaiser, as well as provide assurance that claims for TCM do not duplicate claims for Medi-Cal managed care. The parties to this MOU agree to adhere to the policies and procedures ensuring coordination and non-duplication of services set forth in this MOU.

3. CASE MANAGEMENT

While both County and Kaiser provide case management, there is a distinction between case management provided by County's TCM Program and by Kaiser. Kaiser primarily focuses on member medical needs in providing case management as the primary provider of client medical care. This may include management of acute or chronic illness.

In contrast, County's TCM Program focuses on the management of the whole client, including referring clients to providers to address medical issues, as appropriate. However, the County's TCM Program is not a provider of medical services and does not include the provision of direct services.

Case management services, as defined in Title 42 CFR Section 440.169, include the following four service components:

- A. Assessment and Periodic Reassessment.
- B. Development of Specific Care Plan.
- C. Referral and Related Activities.
- D. Monitoring and Follow-Up Activities.

The four component requirement applies to both County TCM Program and Kaiser case management. TCM services do not include the direct delivery of underlying medical, social, educational, or other services to which an individual has been referred.

The claimable unit of TCM service is the provision of one of these four service components in a face-to-face encounter with the client.

4. ROLES

Kaiser Health Plan

Kaiser will partner with County's TCM Program to ensure that members receive the appropriate level of case management services. The collaborative process will ensure that there is no duplication of services.

- A. Kaiser will oversee the delivery of primary health care and related care coordination. Kaiser is responsible for providing all medically necessary health care identified in the care plan, including medical education that the member may need as well as any necessary medical referral authorizations. Case management for member medical issues and linkages to Kaiser covered health services will be the responsibility of Kaiser.
- B. Kaiser will provide members with linkage and care coordination for any necessary social support need identified by Kaiser that do not need medical case management.

County TCM Program

County will provide TCM services for medical, social, educational, and other services needing case management. For client medical issues needing case management, the TCM Program will refer Kaiser Members with open TCM cases to Kaiser when identified by the County TCM Case Manager.

5. RESPONSIBILITIES

Area of Responsibility	COUNTY	KAISER
Liaison	a. Designate a contact responsible for facilitating coordination with Kaiser, including identifying the appropriate Kaiser contacts to the County TCM Program, and resolving all related operational issues. The County TCM Case Manager will serve as the contact person for all clients receiving TCM.	a. Designate a contact responsible for facilitating coordination with the County TCM Program, including identifying the appropriate Kaiser contacts to the County TCM Program, and resolving all related operational issues. The Kaiser primary care provider (PCP) and County TCM case manager will serve as the contact person for Kaiser member case management.
Client Identification	a. County will query all TCM clients to determine if they are assigned to Kaiser for their primary medical care. County will request access to client managed care status and provider information via existing DHCS provider eligibility information access systems (MEDS).	a. Kaiser will notify the member's PCP and/or any case manager that the member is receiving TCM services along with the appropriate County contact information.
Coordination	a. County will share client/member care plans with Kaiser upon request for Kaiser members with open TCM cases. b. County will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services. c. County will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with Kaiser. d. For any client/member with an open TCM case needing medical case management, County will	a. Kaiser will share client/member care plans with County upon request for Kaiser members with open TCM cases. b. Kaiser will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services. c. Kaiser will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with County. d. For any client with an open TCM case needing medical case management, Kaiser will

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	<p>communicate at least once every six months or as frequently as needed with Kaiser to ensure that the client/member is receiving the appropriate level of care.</p> <p>e. The coordination between Kaiser and County will include, at a minimum, all medical issues and all social support related issues identified by County and/or Kaiser.</p> <p>f. County will pursue obtaining HIPAA consents from TCM clients to allow the sharing of medical information with Kaiser.</p>	<p>communicate at least once every six months or as needed with County to ensure that the client/member is receiving the appropriate level of care.</p> <p>e. The coordination between County and Kaiser will include, at a minimum, all medical issues and all social support related issues identified by Kaiser and/or County.</p> <p>f. Kaiser will pursue obtaining HIPAA consents from Kaiser members to allow the sharing of medical information with County.</p>
<p>Assessment and Care Plan Protocol</p>	<p>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients who require services to assist them in gaining access to needed medical, social, educational, or other services.</p> <p>b. County will be responsible for creating all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, educational, social, or other service. This includes the required semi-annual reassessments.</p> <p>c. County will share TCM care plans with Kaiser if requested by Kaiser.</p> <p>d. The TCM care plan will specify the goals for providing TCM services to the eligible individual, and the services and actions necessary to address the client’s medical, social, educational, or other service needs based on the assessment.</p> <p>e. All clients with open TCM cases will be referred to Kaiser by the TCM Case Manager if the client is in need of Kaiser case management for medical issues.</p> <p>f. The TCM assessment extends further than the Kaiser assessment as it includes all medical, social</p>	<p>a. Kaiser will provide health assessments and care plans for all members as needed.</p> <p>b. Kaiser will assess member medical needs and shall identify medically necessary social support needs, including required semi-annual reassessments.</p> <p>c. Kaiser will be responsible for the development and revision of member care plans related to all assessed client medical needs and services related to the medical diagnosis as needed.</p> <p>d. Kaiser will share care plan information with County as necessary to coordinate member medical issues. In addition, Kaiser will share care plans if requested by County.</p> <p>e. Kaiser’s Case Managers, when assigned, will communicate with the appropriate County contact to discuss client needs and/or coordinate as deemed necessary by either the Kaiser case manager or the County TCM Case Manager.</p>

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	<p>educational, and any non-medical aspects of case management, including those social support issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the successful implementation of the Kaiser care plan.</p>	
Coordination of Care	<ol style="list-style-type: none"> a. The TCM Case Manager will coordinate with Kaiser when Kaiser has identified that the client/member receives complex case management from Kaiser, and the TCM Case Manager assesses that the client/member is not medically stable. b. The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other Kaiser professional. c. The TCM Case Manager assesses that the client may have an acute or chronic medical issue, and is not medically stable. d. The TCM Case Manager assesses that the client's medical needs require case management. e. The TCM Case Manager assesses that the client may have social support issues that may impede the implementation of the Kaiser care plan. f. County will determine what coordination options are appropriate for the client's level of need in order to provide the same level of coordination with Kaiser. g. County will also provide any corresponding documentation to the Kaiser case manager. h. The TCM Case Manager will obtain and review the client/member Kaiser care plan. 	

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	<ul style="list-style-type: none"> i. The TCM Case Manager will contact the Kaiser case manager to discuss the client/member medical issues and/or related social support issues. j. The TCM Case Manager will notify Kaiser via an agreed medium (e.g., specific form, email to Kaiser), that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the Kaiser care plan. k. The TCM Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to Kaiser as soon as possible to address the client's/member's immediate medical need 	
Referral, Follow Up and Monitoring Protocol	<ul style="list-style-type: none"> a. TCM Case Managers will provide referral, follow-up, and monitoring services to help members obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses the client's needs per Title 42 CFR Section 440.169. b. The TCM Case Manager will refer the client to services and related activities that help link the individual with medical, social, educational providers. The TCM Case Manager will also link the client to other programs deemed necessary, and provide follow-up and monitoring as appropriate. c. The TCM Case Manager will contact Kaiser directly as needed to ensure the Kaiser case manager or PCP is aware of the client/member, and the client/member is receiving the proper care. d. The above procedures must be followed by County unless the client has an urgent medical 	<ul style="list-style-type: none"> a. Kaiser will refer members for the following services in executing their responsibilities to members for the delivery of primary health care and related care coordination: <ul style="list-style-type: none"> i. Medical services ii. Non-medical services iii. Basic social support needs b. Kaiser will provide referrals for basic social support needs when an intensive level of case management is not needed, and does not require follow-up or monitoring. Examples include: (1) Member seen by a Kaiser case manager and the member needs directions to the local Food Bank; (2) Kaiser case manager provides a member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services. c. Kaiser will refer members to County for TCM services when the individual falls into one of the identified target populations, has undergone and Kaiser case management assessment, and

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	<p>situation needing immediate case management intervention.</p> <ul style="list-style-type: none"> e. The TC Case Manager shall provide all necessary referrals as appropriate, medical or otherwise, to Kaiser as soon as possible to address the client's/member's immediate medical need. f. TCM Case Managers will refer client to Kaiser for all medically necessary services, and authorization for any out-of-network medical services. g. TCM Case Manager will refer client to Kaiser when a medical need develops or escalates after a Kaiser assessment and notification of any related medically necessary support issues. h. TCM Case Manager will refer clients to Kaiser when the client needs assistance with medical related services, e.g., scheduling appointments with Kaiser; and delays in receiving authorization for specialty health services. i. If County determines that the client needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the member was referred as well as all other case management needs and develop a care plan as described in the "Assessment and Care Plan Protocol" section. j. The TCM Case Manager will provide linkage and referrals as needed, and will monitor and follow-up as appropriate. k. County may obtain and review Kaiser's client care plan to assist in assessing the referred issue. l. The TCM client case shall remain open until the issue referred by Kaiser has been resolved, and no other TCM service is determined to be necessary by County. 	<p>meets any of the following criteria:</p> <ul style="list-style-type: none"> i. Member is determined to be in need of case management services for non-medical needs. ii. Kaiser has determined that the member has demonstrated an on-going inability to access Kaiser services. iii. Kaiser has determined that member would benefit from TCM face-to-face case management. iv. Kaiser has concerns that the member has an inadequate support system for medical care. v. Kaiser has concerns that the member may have a life skill, social support, or an environmental issue affecting the member's health and/or successful implementation of the Kaiser care plan. <ul style="list-style-type: none"> d. Kaiser shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made. e. Referral does not automatically confirm enrollment into a TCM program. f. Prior to the referral for TCM, Kaiser will identify the social, educational, and/or other non-medical issues the member has that require case management. g. When Kaiser refers a member to County for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either Kaiser or the TCM Case Manager deems necessary, but no less than quarterly.

Area of Responsibility	COUNTY	KAISER
	m. County will notify Kaiser when the referred issues have been resolved.	

The above procedures must be followed by County’s TCM providers unless the client has an urgent medical situation needing immediate case management intervention.

When a member is not referred to County’s TCM Program by Kaiser and enters the county health system through the County operated health clinics, County will refer the member to Kaiser as needed to provide and document Kaiser case management services. These services include:

1. Coordination of care
2. Medical referrals
3. Continuity of care
4. Follow-up on missed appointments
5. Communication with specialists

6. TIME OF PERFORMANCE

This MOU shall become effective when fully executed and shall remain in effect until modified or terminated by either party.

7. CHANGES AND AMENDMENTS

This MOU may be amended at any time by mutual agreement of the parties. Such amendments shall not be binding upon either party unless they are in writing and signed by the personnel authorized to bind each of the parties.

8. TERMINATION OF THE MOU

Either party may terminate this MOU by giving a 30 calendar day prior written notice to the other party; such termination shall be subject to any approval required by DHCS.

9. NOTICE TO PARTIES

Written notices under this MOU will be to the following:

Health and Human Services Agency
 County of El Dorado
 3057 Briw Road, Suite A
 Placerville, CA 95667

KP Cal, LLC
 California Vice President for Medi-Cal, CIHP, CHC
 Kaiser Foundation Health Plan, Inc.
 1800 Harrison St., 25th Floor
 Oakland, CA 94612-3404

Courtesy Copy:
 Director, California Medi-Cal and State Sponsored Programs (CMSSP)
 Kaiser Foundation Health Plan, Inc.
 3100 Thornton Ave.
 Burbank, CA 91504-3183

10. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Jayle Goucher, Program Manager, or successor.

11. DISPUTE RESOLUTION

If the parties fail to mutually agree on any matters under this MOU or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU the parties shall submit the matter to resolution in accordance with the following procedures:

- A. The parties agree to meet and confer informally to resolve disputes which may arise under this MOU.
- B. If the parties are unable to resolve their dispute through informal discussion under item A above, the parties agree to engage in a formal mediation process to resolve the dispute.
- C. The parties shall mutually agree upon who the mediator will be. The mediation process shall take place in El Dorado County.
- D. The parties shall share equally the cost of the mediator. Any other costs incurred by the party, including attorney fees, shall be borne by the party incurring such cost. The parties are not bound by the decision of the mediator. If either party decides not to accept the decision of the mediator, that party shall, within 15 calendar days of receipt of such mediator's decision, give written notice to the other party that they do not accept the mediator's decision.
- E. If a party gives notice not to accept the mediator's decision under item D above, either party may proceed to terminate the MOU under item 8, "Termination of the MOU."
- F. Also, if the parties are unable to agree upon who the mediator should be, either party may elect to give notice of termination of this MOU under item 8, "Termination of the MOU."

12. CONFORMANCE

If any provision of this agreement violates any statute or law of the State of California, it is considered modified to conform to that statute or law.

13. INDEMNIFICATION

- A. County agrees to indemnify and hold harmless Kaiser and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Kaiser, its employees or agents.

B. Kaiser agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

14. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between KP Cal, LLC and County of El Dorado. There are no terms, conditions or obligations made or entered into by the parties other than those contained in it.

15. EXECUTION

The undersigned hereby warrants that s/he has the requisite Authority to enter into this Agreement on behalf of the parties and thereby bind the parties to the terms and conditions of the same.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: _____

COUNTY OF EL DORADO
Health and Human Services Agency
("County ")

KP CAL, LLC
("Kaiser")

Signature: _____

Signature: 

Print Name: Brian Veerkamp

Print Name: Nathaniel L. Oubre, Jr.

Title: Chair, Board of Supervisors

Title: California V.P. Medi-Cal, CIHP, CHC

Dated: _____

Dated: 9/15/15

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

By: _____
Deputy Clerk

Dated: _____

JA