TARGETED CASE MANAGEMENT SERVICES
#158-M1611

A. This Memorandum of Understanding (MOU) is made and entered into as of ______________, by and between the County of El Dorado, a political subdivision of the State of California to serve as a Targeted Case Management services provider, hereinafter referred to as "TCM" and Blue Cross of California Partnership Plan, Inc. and its Affiliates, hereinafter referred to as "ANTHEM" in order to implement certain provisions of Title 22 of the California Code of Regulations.
B. County of El Dorado, Community Services Division is a local government agency ("LGA") under contract with the Department of Health Care Services to serve as a Targeted Case management services provider ("TCM Provider"). TCM provider is responsible for the provision of TCM services consistent with the requirements of Title 22 of the California Code of Regulations.
C. While Blue Cross of California Partnership Plan, Inc. and its Affiliates ("ANTHEM") member may be eligible for TCM services, the parties understand and agree that these services are not covered by ANTHEM under its contract with the Department of Health Care services and ANTHEM will not be responsible for compensation to County of El Dorado, or any division thereof, for such services.

Now, therefore, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

I. This MOU shall be effective and commence as of the date first written above and shall be reviewed annually.
II. Either party may terminate this MOU without cause upon 30 days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by LGA to ANTHEM, and it is later determined that ANTHEM was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph.
III. LGA may terminate this MOU for cause immediately upon giving written notice to ANTHEM should ANTHEM materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. In the event of such termination, LGA may proceed with the work in any manner deemed proper by LGA. If notice of termination for cause is given by LGA to ANTHEM and it is later determined that ANTHEM was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph II.
IV. ANTHEM may terminate this MOU for cause immediately upon giving written notice to LGA should LGA materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. In the event of such termination, LGA may proceed with the work in any manner deemed proper by LGA. If notice of termination for cause is given by ANTHEM to LGA and it is later determined that ANTHEM was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph II.
V. The parties agree to coordinate services relative to TCM as listed below.

Service	Targeted Case Management ("TCM") Program Responsibilities	("ANTHEM") Responsibilities
A. Policies and procedures	1. TCM will collaborate with ANTHEM to develop TCM policies and procedures to ensure non-duplication of services.	1. ANTHEM will collaborate with TCM to develop ANTHEM policies and procedures to ensure non-duplication of services.
B. Liaison	1. TCM will appoint a designee to coordinate services and resolve any	1. ANTHEM will appoint a designee to coordinate services and resolve any

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	and all operation issues with ANTHEM as they arise. 2. TCM and ANTHEM staff will meet quarterly or more frequently, if requested by either liaison. 3. TCM Program staff will work with ANTHEM to develop, implement, and coordinate a work plan as indicated.	and all operation issues with TCM as they arise. 2. ANTHEM and TCM staff will meet quarterly or more frequently, if requested by either liaison. 3. ANTHEM staff will work with TCM program staff to develop, implement, and coordinate a work plan as indicated.
C. Targeted Case Management Services	1. TCM program shall provide ANTHEM with the TCM target populations in which the TCM Program participates, including the TCM target population definition(s).	1. ANTHEM providers shall identify members who are eligible for TCM services. 2. ANTHEM will refer members who are eligible for TCM services. To TCM Program as appropriate. 3. If ANTHEM members under age 21 are not accepted for TCM services, ANTHEM will ensure members' access to services comparable to EPSDT TCM services. 4. ANTHEM shall collaborate with the TCM program for referral of members when members require services not covered by ANTHEM.
D. Coordination and non-Duplication of Services	To facilitate proper coordination between ANTHEM and the LGA, the Department of Health Care Services will provide LGA with electronic information identifying clients assigned to ANTHEM. The TCM CM will: 1. Query all TCM clients to determine if they are assigned a managed care provider for their primary medical care. 2. Share client care plans with ANTHEM upon request for clients with open TCM cases. 3. Communicate with ANTHEM regarding client status for open medical and related social support issues to ensure there is no duplication of services and to ensure that the client receives the optimal level of case management services. 4. Will comply with HIPAA requirements when sharing medical information with ANTHEM. 5. For any client with an open TCH	To facilitate proper coordination between ANTHEM and the LGA, the Department of Health Care Services will provides ANTHEM with electronic information identifying clients receiving TCM services within the last three months. ANTHEM will: 1. Notify the member's Primary Care Provider (PCP) and/or Case Manager (CM) that the member is receiving TCM services along with the appropriate LGA contact information. 2. Notify the LGA when a member is receiving complex case management from ANTHEM, either in batch or client-by-client basis monthly and/or on request form the LGA. 3. Share member care plants with LGA upon request for members with open TCM cases. 4. Communicate with LGA regarding client status for open medical and related social support issues to

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	case needing medical case management, communicate with ANTHEM at least once every six months to ensure the client is receiving the appropriate level of care.	ensure there is not duplication of services and to ensure that the client receives the optimal level of case management services. 5. Will comply with HIPAA requirements when sharing medical information with LGA. 6. For any member with an open TCM case needing medical case management, communicate with TCM CM at least once every six months to ensure the client is receiving the appropriate level of care.
E. Assessment and Care Plan Protocol	The LGA TCM Program: 1. Will obtain HIPAA consents from clients to allow sharing of medical information with the ANTHEM PCP/CM. **2.** Will be responsible for creating all TCM assessments and for the development and revision of care plans related to TCM services. The assessment, including semi-annual Reassessments shall determine the need for any medical, education, social or other service.	The ANTHEM will: 1. Obtain HIPAA consents from members to allow sharing of medical information with the LGA TCM CM. 2. Provide health assessments and care plans to TCM CM for all members as needed. 3. Assess all member medical needs and identify medically necessary social support needs, including reassessments.

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	3. Based on the assessment, 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. 4. Will share TCM care plans with ANTHEM if requested. 5. Will refer client to ANTHEM if client is in need of case management for medical issues. 6. Any client qualifying for TCM will have a TCM assessment and care plan created as described above. The Care plan will include any need identified by the ANTHEM Case Manager referred to TCM. The TCM CM will coordinate with the ANTHEM CM when the TCM CM determines at a minimum that: 1. The client is receiving complex case management from ANTHEM and the TCM CM assesses that the client is not medically stable. 2. The client self-declares they are receiving assistance and/or case management of their needs from a CM or other ANTHEM professional. 3. The TCM CM assesses that the client may have an acute or chronic medical issue and is not medically stable. 4. The TCM CM assesses that the client's medical needs require case management. 5. The TCM CM assesses that the client may have social support issues that may impede the implementation of the ANTHEM care plan.	4. 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. 5. Share care plan information with the member's LGA TCM program as they determine necessary to coordinate member medical issues. 6. Share care plans if requested by the LGA TCM program. 7. Will communicate with the appropriate TCM program contact to discuss client needs and/or coordinate as deemed necessary by either the ANTHEM PCP/Case Manage or the LGA TCM Case Manager. 8. Any client qualifying for TCM will be referred to the LGA to have a TCM assessment and care plan created to include those needs identified by ANTHEM.
F. **Method and Frequency of Coordination**	TCM coordination will be dictated by the level of the client's medical and related social support needs. The LGA will determine what coordination options are appropriate for the client's level of need in order to provide the same level of coordination with ANTHEM.	1. TCM coordination will be dictated by the level of the clients medical and related social support needs. 2. Additional coordination will occur as deemed necessary by ANTHEM or the TCM CM.

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	1. TCM CM will obtain and review the client's ANTHEM care plan. 2. TCM CM will contact the ANTHEM PCP/CM to discuss the client's medical issues and/or related social support issues. 3. TCM CM will notify ANTHEM via the agreed medium (form, email etc.) that the client is receiving TCM services and has identified a social support issue(s) that may impeded the implementation of the ANTHEM care plan. 4. Additional coordination will occur as deemed necessary by ANTHEM or the TCM CM. 5. The above procedures will be followed by the LGA unless the client has an urgent medical situation needing immediate case management intervention. 6. TCM CM shall provide all necessary assessments and care plans, medical or otherwise to ANTHEM as soon as possible to address the client's immediate medical need.	
G. Referral, Follow-Up and Monitoring	1. TCM CM 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 CFR Section 440.169. 2. The TCM CM will refer the client to services and related activities that help link the individual with medical, social educational providers. 3. TCM CM will provide linkage and referrals as needed and will monitor and follow-up as appropriate. 4. TCM CM will contact ANTHEM directly as needed to ensure the ANTHEM PCP/CM is aware of the client and the client has received the	1. ANTHEM 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. ANTHEM will refer members to the LGA for TCM services when the individuals falls into one of the identified target populations, has undergone a ANTHEM case management assessment , and meets any of the following criteria: a. Member is determined to be in need of case management services for non-medical needs. b. ANTHEM has determined that the member has demonstrated an on-going inability to access ANTHEM services.

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	proper care. 5. The above procedures will be followed by TCM CM unless the client has an urgent medical situation needing immediate case management intervention. 6. The client case shall remain open until the issued referred by ANTHEM has been resolved and no other TCM service is determine to be necessary by the LGA. 7. TCM CM will notify CHWP when the referred issues have been resolved. 8. Coordination with ANTHEM for referred clients will take place as frequently as either ANTHEM or the TCM CM deems necessary but no less than quarterly.	c. ANTHEM has determined that member would benefit from TCM face-to-face case management. d. Member is determined to be in need of case management services for non-medical needs. e. ANTHEM has determined that the member has demonstrated an on-going inability to access ANTHEM services. f. ANTHEM has determined that member would benefit from TCM face-to-face case management. g. ANTHEM has concerns that the member has an inadequate support system for medical care. h. ANTHEM has concerns the member may have a life skill, social support, or an environmental issue affecting the member's health and/or successful implementation of the care plan.
		i. Member is determined to be in need of case management services for non-medical needs. j. ANTHEM has determined that the member has demonstrated an on-going inability to access ANTHEM services. k. ANTHEM has determined that member would benefit from TCM face-to-face case management. l. ANTHEM has concerns that the member has an inadequate support system for medical care. m. ANTHEM has concerns the member may have a life skill,

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		social support, or an environmental issue affecting the member's health and/or successful implementation of the care plan. 2. ANTHEM shall share information with the TCM CM that informs the CM of the issue for which the referral was made. 3. Coordination with the LGA for referred clients will take place as frequently as either ANTHEM or the TCM CM deems necessary but no less than quarterly. 4. Referral does not automatically confirm enrollment into a TCM program.
H. Immediate Case Management Intervention	1. TCM CM will provide all necessary referrals as appropriate, medical or otherwise, to ANTHEM as soon as possible to address the client's immediate need. 2. TCM CM will refer client to ANTHEM: a. For all medically necessary services and authorization for any out-of-network medical services. b. When a medical need develops or escalates after a ANTHEM assessment and notification of any related medically necessary support issues. c. When the client needs assistance with medical related services (i.e. delays in receiving authorization for specialty health services, scheduling ANTHEM appointments etc.)	Prior to referral for TCM, ANTHEM will identify the social, educational, and/or other non-medical issues the member has that require case management
I. Outreach	1. TCM Program will query all TCM clients to ascertain if they are assigned to ANTHEM for their primary medical care.	1. ANTHEM will inform TCM Program of any errors in member assignment information provided by TCM Program
J. Monitoring MOU	1. Local TCM program and ANTHEM staff will meet at least quarterly, or more frequently as necessary, to monitor this MOU.	1. Liaisons from ANTHEM and the local TCM Program will meet at least quarterly, or more frequently as necessary, to monitor this MOU.

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	2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 3. TCM Program will collaborate with ANTHEM to revise and update this MOU when DHCS provides the additional MOU guidance as referenced in DHCS Policy and Procedure Letter 11-006 and 15-002.	2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed 3. ANTHEM will collaborate with TCM Program to revise and update this MOU when DHCS provides the additional MOU guidance as referenced in DHCS Policy and Procedure Letter 11-006 and 15-002.
K. Conflict Resolution	1. Issues that cannot be resolved by the TCM Program liaison will be referred to Department of Health Care Services as appropriate.	1. Issues that cannot be resolved by the ANTHEM liaison will be referred to the ANTHEM Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.
L. PROTECTED HEALTH INFORMATION	1. TCM will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37). 2. TCM will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. TCM will notify ANTHEM of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	1. ANTHEM will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37). 2. ANTHEM will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of ANTHEM members such as PHI and Personal Confidential Information (PCI) or other confidential data to ANTHEM or anyone else including state agencies. 3. ANTHEM will notify County LGA within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

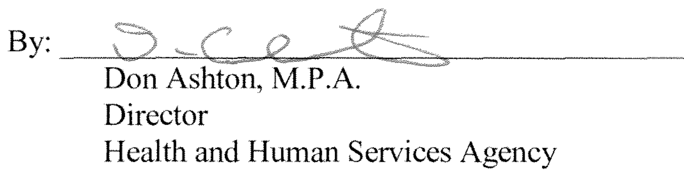
VI. ENTIRE AGREEMENT

This Memorandum constitutes the entire agreement between Anthem 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.

VII. 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:  Dated: 8/31/2015

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

County of El Dorado
Health and Human Services Agency
("County ")

Signature: ____________________

Print Name: Brian Veerkamp
Title: Chair, Board of Supervisors

Dated: ____________________

Blue Cross of California Partnership Plan, Inc.
("Anthem")

Signature:

Print Name: Stephen L. Melody
Title: President

Dated: 9-9-15

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

By: ____________________ Dated: ____________________
Deputy Clerk