

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

450



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
July 13, 2010

SUBJECT: Approve the Memorandum of Understanding between Inland Empire Health Plan, Inland Empire Health Plan Health Access and Riverside County Regional Medical Center

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Memorandum of Understanding between Inland Empire Health Plan (IEHP), IEHP Health Access and Riverside County Regional Medical Center (RCRMC) effective June 14, 2010;
- 2) Authorize the Chairperson to sign three (3) copies of the Memorandum of Understanding;
- 3) Retain one (1) copy and return two (2) copies of the executed Memorandum of Understanding to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: RCRMC was selected as a pilot site for the IEHP Innovation Project to develop and implement a project for Diabetes Care for IEHP members with diabetes. The Hospital will use the funding to provide staffing to enroll members and to provide these members with a coordinated assessment, a treatment program and care management services. RCRMC and IEHP will provide feedback on the members' progress to the members Primary Care Provider (PCP). RCRMC and IEHP will measure changes in the members that indicate improved diabetes management.

The Memorandum of Understanding has been approved as to form by County Counsel.

Ellie Bennett For Douglas D. Bagley

DB:cg

Ellie Bennett, Chief Operating Officer, for
Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 236,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: Revenue from IEHP and IEHP Health Access	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 1, 2, 3, 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.70

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS*
DATE: 6/25/10
Departmental Concurrence

RECEIVED

MAY 27 2010

CONTRACTS COORDINATOR

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INLAND EMPIRE HEALTH PLAN
AND
IEHP HEALTH ACCESS**

AND

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

FOR

INNOVATION PROJECT PILOT

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") regarding the Innovation Project is made and entered into this 14th day of June, 2010 by and between Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access"), known collectively as ("IEHP Health Plan"), and Riverside County Regional Medical Center ("RCRMC").

INTRODUCTION

The Riverside County Regional Medical Center and IEHP Health Plan have complementary objectives to protect and promote the health of the general population. RCRMC is charged by applicable law with protection of the health of the County's residents. To fulfill this responsibility, the RCRMC carries out a broad and comprehensive program which includes quality preventative, medical and hospital services mandated by the State of California, along with a substantial range of personal health services requested by the people and chosen as priority matters by the County Board of Supervisors, and a number of County-mandated regulatory services related to health. Specific activities are listed in Attachment A. IEHP Health Plan will be providing and arranging health care services for the community's Medi-Cal, Healthy Families, Healthy Kids, In Home Supportive Services, and Medicare Advantage populations and, thus is also concerned with the community's health, especially as it relates to the most vulnerable populations. With a common interest in the community's health, RCRMC and IEHP Health Plan seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized community efforts. This MOU delineates areas of understanding and agreement between RCRMC and IEHP Health Plan.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **RCRMC RESPONSIBILITIES** – RCRMC will have the responsibilities of coordination and provision of services, as specified in Attachment A, for IEHP Health Plan. RCRMC agrees to:

1.01. Provide all services as outlined and specified in Attachment A, for reimbursements as specified in Attachment B, both Attachments are attached hereto and by this reference incorporated herein.

1.02. Appoint a staff member as the primary liaison between RCRMC and IEHP Health Plan to coordinate activities for each service listed in Attachment A

1.03. Provide IEHP Health Plan with current information and education on services, programs, and their benefits, as well as provide information on other available community resources appropriate for low-income persons. Provide IEHP Health Plan periodically with an updated list of sites and hours of operation of identified programs and sites. Provide IEHP Health Plan with program specific forms as needed to facilitate operations under this MOU.

1.04. Excepting specific provisions in Attachment A, RCRMC will refer any IEHP Health Plan member accessing services to their plan primary care provider as part of a general referral for health care.

1.05. Provide technical assistance and consultation to IEHP Health Plan staff concerning RCRMC services and requirements.

1.06. For any construction projects funded in whole or in part pursuant to this MOU, RCRMC agrees to comply with applicable law regarding construction of public works, including, but not limited to the CA Public Contracts Code, and/or Labor Code. Such provisions will require competitive bids for the selection of contractors, and prevailing wage payments. Failure to comply with applicable law will subject RCRMC to the immediate cessation of payments from IEHP, as allocated by the Governing Board.

2. **IEHP RESPONSIBILITIES** - With respect to coordination of services provided by RCRMC, IEHP Health Plan agrees to:

2.01. Grant funds allocated by the Governing Board to providers which have developed an innovative project to better serve their community.

2.02. Comply with all Federal, State, and local public health regulations, including the reporting of specific diseases and conditions and emergency medical services regulations.

2.03. Notify staff and providers of their responsibility to refer members, as appropriate and in compliance with Federal and State law, for services identified in Attachment A.

2.04. Assure plan providers are informed of applicable Federal, State and local public health laws and regulations based on information provided by RCRMC regarding such laws and regulations.

2.05. Reimburse RCRMC for specified services rendered by RCRMC to IEHP Health Plan members as defined in Attachment A.

2.06. Inform members of the availability of program services and referrals process.

2.07. Appoint a staff member as the primary liaison between IEHP Health Plan and RCRMC. In addition, IEHP Health Plan will appoint liaison personnel as needed to coordinate activities with RCRMC for each service listed in Attachment A.

2.08. Disseminate to IEHP Health Plan providers the information, forms, and any educational materials provided by RCRMC regarding services programs. Coordinate with RCRMC in conducting outreach efforts regarding program services.

3. **JOINT OPERATING MEETINGS** - Meetings including the primary RCRMC liaison and primary IEHP Health Plan liaison will be held on a bi-monthly basis to review all aspects of this MOU.

4. **TARGETED OUTCOMES ASSESSMENT** - RCRMC and IEHP Health Plan will work jointly on a multidisciplinary team approach to access improved clinical outcomes and achievement of program goals as specified in Attachment A.

4.01. IEHP Health Plan will provide encounter data to RCRMC as requested. RCRMC will provide data as appropriate and requested from their data sets to assist IEHP Health Plan in quality assessment activities. Release of any data from IEHP Health Plan or RCRMC is subject to Federal or State laws regarding disclosure of data, confidentiality or other pertinent areas.

5. **REIMBURSEMENTS** – IEHP Health Plan agrees to reimburse RCRMC for services in accordance with Attachment B.

5.01 **RECOVERY OF PAYMENTS BY IEHP HEALTH PLAN-** RCRMC agrees that in the event that RCRMC does not meet the responsibilities of the provisions as set forth in this MOU through the term of the MOU, as may be amended from time to time, all or part of any payments made pursuant to this MOU shall be immediately payable back to IEHP Health Plan by RCRMC. RCRMC agrees that the determination of the extent of RCRMC 's compliance with the provisions of this MOU shall be in the sole discretion of IEHP Health Plan.

6. **TERM** - It is mutually agreed and understood that the obligation of IEHP Health Plan is limited by and contingent upon the availability of the Department of Health Care Services (DHCS) funding for the Medi-Cal Managed Care Plan. In the event that such funds are not forthcoming for any reason, IEHP Health Plan shall immediately notify RCRMC in writing.

6.01. This MOU shall be effective upon execution by both parties, and shall continue in effect until December 14, 2011.

In no event shall this MOU be extended past December 14, 2011 without a new MOU, or an amendment to this MOU which specifically extends the term of the MOU.

7. **TERMINATION** - This MOU may be terminated by IEHP Health Plan without cause, by giving at least sixty (60) days written notice, and may be terminated for cause by IEHP Health Plan by giving ten (10) working days written notice of intention to terminate.

7.01. This MOU may be terminated due to the dissolution of IEHP Health Plan by mutual action of the Riverside County and San Bernardino County Board of Supervisors. If IEHP Health Plan has incurred no obligations, either County Board of Supervisors may terminate the JPA and IEHP Health Plan by giving not less than sixty (60) days written notice thereof to the other party. Also, either County Board of Supervisors may terminate the JPA by written mutual consent, by giving twelve (12) months' written notice thereof to the other party given that the

JPA cannot be terminated until all forms of indebtedness incurred by IEHP Health Plan have been paid, or adequate provision for such payment shall have been made.

7.02. Upon dissolution of IEHP Health Plan by Riverside County and San Bernardino County Board of Supervisors, this MOU is rendered null and void. The debts, liabilities, and/or obligations of IEHP Health Plan are those of IEHP Health Plan alone. Neither Riverside County nor San Bernardino County assumes any of the debts, liabilities and/or obligations of IEHP Health Plan. The IEHP Health Plan Governing Board also may terminate this MOU and must approve any termination of this MOU required by IEHP Health Plan.

8. **MUTUAL INDEMNIFICATION** – In connection with the obligations imposed by this MOU, RCRMC and IEHP shall each indemnify and hold harmless the other, including its officers, directors, agents, and employees, from and against any and all loss, damage, liability, or expense (including without limitation, reasonable attorney's fees), of any kind arising by reason of the acts or omissions of the respective party's officers, directors, agents, employees, contactors, agents and shareholders acting alone or in collusion with others. RCRMC also agrees to hold harmless both the State and Members in the event that IEHP Health Plan cannot or will not pay for services performed by RCRMC pursuant to this MOU. IEHP Health Plan and RCRMC shall promptly notify the other party hereto of any claims or demands which arise or which indemnification is sought. The terms of this Section shall survive the termination of this Agreement.

9. **ACCESS TO BOOKS AND RECORDS** – RCRMC and IEHP Health Plan agree to maintain sufficient records, files and documentation necessary in case of audit by DMHC, DHCS or other regulatory agencies. RCRMC agrees to make such records available to IEHP Health Plan, as needed.

9.01 RCRMC agrees to maintain these records, files and documentation for a period of not less than five (5) years from the close of the fiscal year in which this MOU was in effect.

9.02 RCRMC agrees that, at the sole discretion of IEHP and/or Health Access, IEHP and/or Health Access may request an independent audit of RCRMC regarding funds disbursed pursuant to this MOU, such audit to be conducted by an auditor and/or audit firm selected by IEHP and/or Health Access. Audits pursuant to this provision may be conducted more than once during the term of this MOU at the sole discretion of IEHP and/or Health Access. IEHP and/or Health Access agrees to cover the costs of any such audit.

10. **CONFIDENTIALITY** – RCRMC and IEHP Health Plan shall observe all Federal, State and county regulations concerning confidentiality of records.

11. **LICENSE AND CERTIFICATION** – RCRMC verifies, upon execution of this MOU to maintain compliance with any local, State, and Federal laws and regulations. RCRMC verifies that services will be performed at all times by properly trained and licensed or certificated staff. RCRMC agrees to fully participate in IEHP Health Plan credentialing, quality assessment and utilization review processes, for those services directly contracted by IEHP Health Plan for Medical Services.

12. **CONFLICT OF INTEREST** - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this MOU.

13. **NONDISCRIMINATION** - Services and benefits shall be provided by RCRMC and IEHP Health Plan to individuals without reference to their religion, color, sex, national origin, age, physical or mental handicaps or condition. RCRMC shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this MOU, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 et. seq. of the Government Code), and Federal Civil Rights Act of 1962 (P.L., 88-352).

14. **OSHA REGULATIONS** - RCRMC certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this MOU.

15. **DMHC REGULATIONS** - RCRMC agrees to follow all required regulations including those of the DMHC as follows:

- a. RCRMC or provider facilities are subject to on-site inspection by the DMHC (Health and Safety Section 1380).
- b. All books, records and papers of RCRMC or provider providing health care or other services shall be available for inspection and copying by the DMHC at all reasonable times at the facility offices or at such other mutually agreeable location in California (Health and Safety Section 1381). RCRMC shall maintain such records and provide such information to IEHP Health Plan or to the DMHC as necessary for compliance with the Knox-Keene Act and rules thereunder, and such records must be retained by RCRMC for at least five (5) years (which obligation is not terminated by termination of this MOU, whether by rescission or otherwise).
- c. The provisions above only apply if not in conflict with other applicable State or Federal statutes.

16. **HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)** - The Parties to this Agreement are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, enacted February 19, 2009, and the laws and regulations promulgated subsequent thereto. The Parties hereto agree to cooperate in accordance with the terms and intent

of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

17. **ENTIRE AGREEMENT** - This MOU constitutes the entire MOU between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this MOU must be in writing and signed by the parties herein.

18. **NOTICES** - Unless expressly provided otherwise, all Notices herein provided to be given, or which may be given, by any party to the other, will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed as follows:

To IEHP and/or Health Access:
Inland Empire Health Plan
303 East Vanderbilt Way, Suite 400
San Bernardino, CA 92408
(909) 890-2000
Attn: Bradley P. Gilbert, M.D., CEO

To Riverside County Regional Medical Center:
Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4470
Attn: Douglas Bagley, Chief Executive Officer

19. **ASSIGNMENT** - This MOU and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by RCRMC or IEHP Health Plan, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the written consent of the other party, as approved by the IEHP Health Plan Governing Board. Any assignment or delegation of this MOU by RCRMC to a third party shall be void unless prior written approval is obtained from IEHP Health Plan as approved by the DHCS and DMHC.

20. **INVALIDITY OF SECTIONS OF MOU** - The unenforceability or invalidity of any Section or provision of this MOU shall not affect the enforceability and validity of the balance of this MOU.

21. **GOVERNING LAW** - IEHP Health Plan, RCRMC and this MOU are subject to the laws of the State of California and the United States of America, including but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by the DMHC, the Health Maintenance Organization Act of 1973 and the regulations promulgated thereunder by the United States Department of Health and Human Services, and the Waxman-Duffy Prepaid Health Plan Act and the regulations promulgated by DHCS.

- a. The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed first for any disputes under this MOU.
- b. All actions and proceedings arising in connection with this MOU shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.

- c. IEHP Health Plan is subject to the requirements of Chapter 2.2, Division 2, and Subchapter 5.5, Chapter 3, of Title 10 of the California Code of Regulations and any provision required to be in the MOU by either of these requirements shall bind IEHP Health Plan whether or not provided in the MOU.

22. **STATE POLICIES** - RCRMC and IEHP Health Plan hereby understand and agree to abide by current services delivery changes mandated by the Medi-Cal Managed Care Division (MMCD) through their issuance of numbered policy letters. To the extent that MMCD mandated changes increase the level of reimbursable service required of RCRMC under the terms of the IEHP Health Plan/ RCRMC MOU, IEHP Health Plan agrees to adjust reimbursements to cover RCRMC's cost of providing new and/or revised services.

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IN WITNESS WHEREOF, the parties hereto have executed to this Agreement as signed below.

**RIVERSIDE COUNTY REGIONAL
MEDICAL CENTER**

By: *L Bagley*

Date: 5/24/10

Title: RCRMC CEO

Date: _____

By: _____
Chairperson, Board of Supervisors

Date: _____

Attest: _____
Clerk of the Board

Date: _____

Approved as to Form and Content:

PAMELA J. WALLS
County Counsel

By: *Pamela J. Walls*

Date: 6/25/10

(Document continued on next page)

INLAND EMPIRE HEALTH PLAN

IEHP HEALTH ACCESS

By: *Bradley P. Gilbert*
Bradley P. Gilbert, M.D.
Chief Executive Officer

By: *Bradley P. Gilbert*
Bradley P. Gilbert, M.D.
Chief Executive Officer

Date: 6/7/10

Date: 6/7/10

By: *Bob Fanta*
Chairperson
IEHP Health Plan
Governing Board

By: *Bob Fanta*
Chairperson
IEHP Health Access
Governing Board

Date: 6-14-10

Date: 6-14-10

Attest: *Dinlie Hargrove*
Secretary
Inland Empire Health Plan

Attest: *Dinlie Hargrove*
Secretary
Inland Empire Health Plan for
IEHP Health Access

Date: 6-14-10

Date: 6-14-10

Approved as to Form and Content

Approved as to Form and Content

PAMELA J. WALLS
County Counsel

PAMELA J. WALLS
County Counsel

By: *[Signature]*
Deputy County Counsel
Attorneys for Inland Empire Health Plan

By: *[Signature]*
Deputy County Counsel
Attorneys for IEHP Health Access

Date: 6/14/10

Date: 6/14/10

ATTACHMENT A

SCOPE OF SERVICES

- A. Chronic Illness Management, Diabetes and Nutrition-Related Illness (Diabetes Clinic) Innovation Project
- I. RCRMC and IEHP Health Plan will develop and implement a comprehensive diabetes clinic which involves a multi-disciplinary team of practitioners that provide a coordinated assessment, treatment approach, and care management for a member. The team will include:
 - A. Nurse Practitioner
 - B. Nurse Educator
 - C. Social Worker
 - D. Nutritionist
 - E. Physical Therapist
 - F. Pharmacist
 - G. Access to Specialists
 - II. RCRMC will provide the site for the clinic. RCRMC will determine the hours of operation according to normal hospital outpatient clinic business hours which will be developed and maintained so that access for members is not compromised.
 - A. Services will be provided at a minimum of eight hours per week.
 - III. IEHP Health Plan will provide RCRMC a list of diabetic members and Health Management Level within the County of Riverside designated service area, attached hereto as Attachment C. RCRMC will provide the following services as part of the diabetes clinic:
 - A. Enrollment activities to contact diabetic members and provide them with appointments
 - B. Reminder and follow-up activities to ensure members attend their appointments
 - C. Provide an assessment, treatment plan, and care management activities for members who are seen
 - D. Track clinical goals discussed in Proposal for each member seen and report progress to IEHP at least quarterly
 - IV. RCRMC will communicate the member's progress and treatment plan to their Primary Care Provider.
 - A. At a minimum, RCRMC will provide the member's PCP with an update by fax or by uploading the updates to IEHP Health Plan's secure website, if such option is available, following each visit. Should the option of uploading be available, RCRMC agrees to utilize this as the preferred method.
 - B. RCRMC will notify the Member's PCP anytime a change in treatment will be provided. The PCP can be notified to contact RCRMC if this treatment should not be initiated.
 - V. RCRMC will maintain communication with and submit progress reports to IEHP Health Plan on a regular basis.

- A. A minimum of one staff member will attend bi-monthly meetings with IEHP Health Plan for the Innovation Project.
 - B. Names of members receiving services will be submitted to IEHP Health Plan monthly.
 - C. A progress report created by IEHP Health Plan will be submitted at least quarterly, to include successes, challenges, lessons learned, and other established data measurements.
- VI. RCRMC and IEHP Health Plan agree on the following measures to track for success.
- A. 5% decrease in Emergency Department visits for diabetes and diabetic-related complications for members in the pilot geography. IEHP Health Plan will measure.
 - B. 80% compliance in scheduled appointments. RCRMC will measure.
 - C. Reduction in diabetes-related hospital admissions for members in the pilot geography. IEHP Health Plan will measure.
 - D. Increase in member satisfaction on a standardized survey provided by IEHP Health Plan. RCRMC will measure.
 - E. Performance on clinical indicators defined in the RCRMC Proposal. RCRMC will measure.
- VII. RCRMC will hire, train, and maintain a Patient Navigator in the Emergency Department to assist Members with navigating the health care system(s) of their Health Plan and at the Hospital.

ATTACHMENT B

DISTRIBUTION OF FUNDS

1. RCRMC is eligible to receive up to \$301,000 for the IEHP Innovation Project and \$33,000 for salary costs of the Patient Navigator in the Emergency Department.
2. To receive funds, RCRMC shall be responsible for the following:
 - a. Supply the services described in Attachment A
3. Distribution of Funds
 - Upon complete execution of this MOU, the following compensation for the Innovation Project will be disbursed:
 - \$100,000
 - Upon complete execution of this MOU, the following compensation for the Patient Navigator will be disbursed:
 - \$33,000
 - Upon completing a minimum of 3 months and submission of the first progress report, the following compensation will be disbursed:
 - \$45,000
 - Upon completing a minimum of 6 months and submission of the second progress report, the following compensation will be disbursed:
 - \$25,000
 - Upon completing a minimum of 9 months and submission of the third progress report, the following compensation will be disbursed:
 - \$15,000
 - Upon submitting the names of Members¹ who have received services, the following compensation will be disbursed:
 - \$600 per member for Level 3², not to exceed a maximum of \$36,000
 - \$500 per member for Level 2³, not to exceed a maximum of \$35,000
 - \$300 per member for Level 1⁴, not to exceed a maximum of \$45,000
 - Levels of compensation and maximum dollars do not reflect the number of members that can/will be enrolled into the program. Enrollment of members exceeding the quantities referenced above shall not change the total maximum amount owed to RCRMC by IEHP Health Plan.

¹ Eligible Members consist of any IEHP Member with a primary, secondary, or tertiary diagnosis of diabetes and/or on diabetes medications with Emergency Department, Hospital, or physician office medical encounters.

² Level III (High Risk) – One or more Hospital or ED encounter or two or more HbA1c results of 10.0 or greater.

³ Level II (At Risk) – On insulin or two or more HbA1c results of 9.0 or greater.

⁴ Level I (Stable) – A diabetic outpatient encounter or on a diabetic medication (using the NDC codes for diabetes).

ATTACHMENT C

PROJECT SERVICE AREA

Listed below is the Riverside County service area. RCRMC will enroll diabetic patients in phases by geographical area. Both IEHP Health Plan and RCRMC will meet and confer regarding the timeframe by which each phase is implemented. At any time RCRMC reserves the right to enroll diabetic members regardless of service area location to maintain sufficient program volume.

Phase 1:

- Moreno Valley
- City of Riverside: Arlington, DeAnza, Rubidoux zip codes
- Perris
- Hemet

Phase 2:

- Corona
- Norco
- City of Riverside: All other zip codes
- Lake Elsinore

Phase 3:

- Beaumont
- Banning
- Cabazon
- White Water