

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

617



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
February 7, 2013

SUBJECT: Memorandum of Understanding with Inland Empire Health Plan and IEHP Health Access

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the memorandum of understanding with Inland Empire Health Plan effective March 1, 2013; and
- 2) Authorize the Chairperson to sign three (3) copies of the memorandum of understanding; and
- 3) Direct the Clerk of the Board to return all three (3) copies of the memorandum of understanding to Riverside County Regional Medical Center Administration. Upon final execution by the Inland Empire Health Plan Governing Board, a fully executed agreement will be returned to the Clerk of the Board.

BACKGROUND: This Memorandum of Understanding (MOU) with Inland Empire Health Plan (IEHP) establishes an Emergency Room Patient Navigator Project Pilot and provides partial funding for a full time Patient Navigator position to work within the Emergency Department to assist IEHP Members and other patients in navigating the complex healthcare system by providing education

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$30,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Revenue from the Inland Empire Health Plan 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

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE: *2/13/13*
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ **District:** All **Agenda Number:** _____

SUBJECT: Memorandum of Understanding with Inland Empire Health Plan and IEHP Health Access

Page 2

BACKGROUND (Continued):

and direction from the hospital's Emergency Department. The Patient Navigator will provide patients with linkage back to their primary care provider (PCP) and will provide Emergency Department visit information and discharge instruction to the patients PCP. The Patient Navigator position will also assist members and other patients with making follow up care appointments with their PCP and/or specialty care physician. All IEHP members will be provided a survey after discharge from the emergency department and materials regarding health education and Nurse Advice Line information.

The agreement has been approved as to form by County Counsel.

ORIGINAL

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

FOR

EMERGENCY DEPARTMENT PATIENT NAVIGATOR

PROJECT PILOT

MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
1. MEDICAL CENTER RESPONSIBILITIES.....	1
2. IEHP RESPONSIBILITIES.....	2
3. JOINT OPERATING MEETINGS	3
4. QUALITY ASSESSMENT	3
5. REIMBURSEMENTS.....	3
6. TERM	3
7. TERMINATION.....	3
8. HOLD HARMLESS.....	4
9. COOPERATION IN LITIGATION.....	4
10. ACCESS TO BOOKS AND RECORDS	4
11. CONFIDENTIALITY.....	4
12. LICENSE AND CERTIFICATION	4
13. CONFLICT OF INTEREST	4
14. NONDISCRIMINATION.....	5
15. OSHA REGULATIONS	5
16. DMHC REGULATIONS.....	5
17. HIPAA AND HITECH	5
18. ENTIRE AGREEMENT	6
19. NOTICES.....	6
20. ASSIGNMENT	6
21. INVALIDITY OF SECTIONS OF MOU	6
22. GOVERNING LAW	6
23. STATE POLICIES.....	7
24. ATTACHMENT A.....	9
25. ATTACHMENT B.....	11

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) regarding the **Emergency Department Patient Navigator Project Pilot** is made and entered into this **1st day of March 2013**, 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**, a California non-profit public benefit corporation..

INTRODUCTION

Riverside County Regional Medical Center and IEHP Health Plan have complementary objectives to promote the health of the general population. Riverside County Regional Medical Center strives to continually improve the health and quality of life of people in the communities they serve. IEHP Health Plan will be providing and arranging health care services for the community’s Medi-Cal, Healthy Families, Healthy Kids, 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, Riverside County Regional Medical Center 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 Riverside County Regional Medical Center and IEHP Health Plan, with the specific duties and responsibilities pursuant to this MOU listed on Attachment A.

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

1. **MEDICAL CENTER RESPONSIBILITIES** – Riverside County Regional Medical Center will have the responsibilities of coordination and provision of specified services for IEHP Health Plan. IEHP Health Plan understands that in addition to its own members (“Members”), other members of the community, including the uninsured, those with low income, and Medi-Cal beneficiaries who access services through the emergency department (“Emergency Department”) of Riverside County Regional Medical Center (the uninsured, low income, and Medi-Cal beneficiaries shall hereinafter collectively be referred to as “Non-Members”) will also be eligible to receive the specified services contained in this MOU. Riverside County Regional Medical Center agrees to:

1.01. Provide all services as outlined and specified in Attachment A to both Members and Non-Members, 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 Riverside County Regional Medical Center and IEHP Health Plan. In addition, appoint liaison personnel as needed to coordinate activities with IEHP Health Plan for each service listed in Attachment A.

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

1.04. Excepting specific provisions in Attachment A, Riverside County Regional Medical Center will refer any Member accessing Emergency Department services to their plan primary care provider as part of a general referral for health care.

1.05. As requested, provide consultation to IEHP Health Plan staff concerning Riverside County Regional Medical Center services and requirements.

2. **IEHP RESPONSIBILITIES** - With respect to coordination of services provided by Riverside County Regional Medical Center, IEHP Health Plan agrees to:

2.01. Grant funds allocated by the Governing Board of IEHP Health Plan to providers who 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 IEHP Health Plan providers are informed of applicable Federal, State and local public health laws and regulations.

2.05. Reimburse Riverside County Regional Medical Center for specified services rendered by Riverside County Regional Medical Center to Members as defined in Attachment A.

2.06. Inform Members of the availability of services and referrals.

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

2.08. If applicable, disseminate to IEHP Health Plan providers the information, forms, and any educational materials provided by Riverside County Regional Medical Center regarding services, programs and local community resources for Members.

2.09. Coordinate with Riverside County Regional Medical Center in conducting outreach efforts, especially to under-served populations.

3. **JOINT OPERATING MEETINGS** - Meetings including the primary Riverside County Regional Medical Center liaison and primary IEHP Health Plan liaison will be held on a quarterly basis to review all aspects of this MOU.

4. **QUALITY ASSESSMENT** - Riverside County Regional Medical Center and IEHP Health Plan will work jointly on quality assessment activities as needed regarding services described in Attachment A.

4.01 IEHP Health Plan will provide encounter data to Riverside County Regional Medical Center as requested. "Riverside County Regional Medical Center will provide data as appropriate and requested from their data sets for activities limited to the ED Navigator activities to assist IEHP Health Plan in quality assessment activities for the ED Navigator project. Release of any data from IEHP Health Plan or Riverside County Regional Medical Center is subject to Federal or State laws regarding disclosure of data, confidentiality or other pertinent areas.

5. **REIMBURSEMENTS** – IEHP Health Plan agrees to reimburse Riverside County Regional Medical Center for services in accordance with Attachment B.

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, this MOU is rendered null and void and IEHP Health Plan shall immediately notify Riverside County Regional Medical Center in writing. This MOU shall be deemed terminated and of no further force and effect immediately on IEHP Health Plan's notification to Riverside County Regional Medical Center or such timeframe as otherwise stated in IEHP Health Plan's notification.

6.01. This MOU shall be effective upon execution by both parties, and shall continue in effect until February 28, 2014. In no event shall this MOU be extended past February 28, 2014 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 or Riverside County Regional Medical Center without cause, by giving at least sixty (60) days written notice, and may be terminated for cause by IEHP Health Plan or Riverside County Regional Medical Center by giving ten (10) working days written notice of intention to terminate; in the event the breach is not cured to the satisfaction of the non-breaching party prior to the expiration of the ten (10) day notice, the MOU shall terminate at that time.

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 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. **INDEMNIFICATION** - Riverside County Regional Medical Center will indemnify, defend and hold IEHP Health Plan harmless from loss, costs, or expenses (including without limitation, reasonable attorney's fees) caused by acts or omissions of Riverside County Regional Medical Center's officers, agents, and employees occurring in the performance of this MOU. IEHP Health Plan will indemnify, defend and hold harmless Riverside County Regional Medical Center from loss, costs, or expenses (including without limitation, reasonable attorney's fees) caused by the acts or omissions of IEHP Health Plan's officers, agents, and employees occurring in the performance of this MOU. IEHP Health Plan and Riverside County Regional Medical Center 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. **COOPERATION IN LITIGATION** - The parties shall cooperate with each other in the event of litigation and/or dispute resolution arising, directly or indirectly, from Services under this MOU.

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

10.01 Riverside County Regional Medical Center 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.

10.02 Riverside County Regional Medical Center agrees that, at the sole discretion of IEHP and/or Health Access, IEHP and/or Health Access may request an independent audit of Riverside County Regional Medical Center 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 agree to cover the costs of any such audit.

11. **CONFIDENTIALITY** – Riverside County Regional Medical Center and IEHP Health Plan shall observe all Federal, State and county regulations concerning confidentiality of records.

12. **LICENSE AND CERTIFICATION** – Riverside County Regional Medical Center agrees, upon execution of this MOU to maintain compliance with any local, State, and Federal laws and regulations. Riverside County Regional Medical Center shall perform all services by properly trained and licensed or certificated staff. Riverside County Regional Medical Center agrees to fully participate in IEHP Health Plan's quality assessment processes, for those services directly contracted by IEHP Health Plan under this MOU.

13. **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.

14. **NONDISCRIMINATION** - Services and benefits shall be provided by Riverside County Regional Medical Center and IEHP Health Plan to individuals without reference to their religion, color, sex, national origin, age, physical or mental handicaps or condition. Riverside County Regional Medical Center 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).

15. **OSHA REGULATIONS** – Riverside County Regional Medical Center acknowledges the requirements under 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.

16. **DMHC REGULATIONS** – Riverside County Regional Medical Center agrees to follow all required regulations including those of the DMHC as follows:

- a. Riverside County Regional Medical Center or provider facilities are subject to on-site inspection by the DMHC (Health and Safety Section 1380).
- b. All books, records and papers of Riverside County Regional Medical Center or its provider facilities providing health care or other services under this MOU and relating to this MOU 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).
Riverside County Regional Medical Center 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 Riverside County Regional Medical Center 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.

17. **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 17, 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.

18. **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 subject matter, are hereby terminated upon the execution of all parties of this MOU. Any modifications to the terms of this MOU must be in writing and signed by the parties herein.

19. **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 Hospital:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, Ca 92555
Attn: Hospital Director/CEO

20. **ASSIGNMENT** - This MOU and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Riverside County Regional Medical Center 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 Riverside County Regional Medical Center to a third party shall be void unless prior written approval is obtained from IEHP Health Plan as approved by the DHCS and DMHC.

21. **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.

22. **GOVERNING LAW** - IEHP Health Plan, Riverside County Regional Medical Center 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 specified portions of Title 28, Division 1, Chapter 2 of the California Code of Regulations; any provision required to be in the MOU by such requirement shall bind IEHP Health Plan whether or not provided in the MOU.

23. **STATE POLICIES** - Riverside County Regional Medical Center 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.

(THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

ATTACHMENT A
SCOPE OF SERVICES

IEHP Health Plan and Riverside County Regional Medical Center shall jointly fund a full time Emergency Department (ED) Patient Navigator position to work within the Emergency Department of Riverside County Regional Medical Center. The Patient Navigator shall be employed by Riverside County Regional Medical Center, and shall be subject to all of the policies and procedures of Riverside County Regional Medical Center. Riverside County Regional Medical Center shall have the sole authority to hire and to discharge the Patient Navigator. The Emergency Department Patient Navigator shall assist IEHP Members and Non-Members and/or caregiver in navigating the complex healthcare system by providing education and direction upon discharge from the hospital's Emergency Department. The ED Patient Navigator complements the services delivered through the Emergency Department, and works collaboratively with the hospital's ED staff; however, the ED Patient Navigator does not provide clinical care and does not extend or substitute for the more specialized services of a doctor, nurse, or social worker. The ED Patient Navigator's work schedule and hours shall be determined by Riverside County Regional Medical Center. Phone, computer/printer equipment and work space within or in close proximity to the ED shall be provided by Riverside County Regional Medical Center.

The ED Patient Navigator shall offer the following services to IEHP Members presenting in the hospital's ED:

- Provide selected patients with information and linkage back to their primary care provider (PCP), and/or health plan services (i.e. Care Management and Member Services).
- Provide ED visit information and discharge instructions to PCP's office via Right Fax.
- Provide patients and family caregivers with educational information and linkages to health and social support services, including urgent care locations and transportation options.
- Upon request, provide patients with assistance in getting follow-up appointments with their PCP.
- Help identify barriers to care and circumstances that led patient to seek services at the ED initially.
- Explain managed care referral process for ED patients who need to see a specialist.
- Assist ED patients in navigating the health plan's referral process.
- Provide health plan with referral information for ED patients, who are IEHP Direct members, as needed.
- Assist ED patient in accessing health plan-related materials (temporary ID card, educational materials, Nurse Advice Line information, Urgent Care locations, etc).
- Conduct brief survey with IEHP patients after discharge from ED.
- Maintain tracking log of IEHP members seen at ED.

ATTACHMENT A (continued)

The ED Patient Navigator shall offer the following services to Non-Members presenting in the hospital's ED:

- Provide Non-Members and family caregivers with educational information and linkages to health and social support services, including urgent care locations and transportation options.
- Provide Non-Members with assistance in getting follow-up appointments with a primary care practitioner.

The ED Patient Navigator shall possess the following educational background, skill set and experience:

- High School Graduate required; Associate or Bachelors Degree preferred
- Healthcare background preferred
- Understanding of medical terminology
- Excellent written and verbal communication skills
- Computer skill proficiency
- Bilingual Spanish required
- Experience in a healthcare setting required
- Must be competent in providing culturally appropriate service.
- Managed Care knowledge desirable

ATTACHMENT B
REIMBURSEMENT

1. It is the understanding of IEHP Health Plan and the Riverside County Regional Medical Center to jointly fund a full time (40 hours per week) Emergency Department Patient Navigator position to work within the Emergency Department of Riverside County Regional Medical Center.
2. Riverside County Regional Medical Center shall be responsible for supplying the services described in Attachment A, and to fund \$30,000 of the Emergency Department Patient Navigator Project Pilot.
3. IEHP Health Plan shall fund \$30,000 of the IEHP Emergency Department Patient Navigator Project Pilot, which shall be disbursed to Riverside County Regional Medical Center upon the full execution of this MOU.