



KERN HEALTH SYSTEMS

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POLICY AND PROCEDURES					
SUBJECT: Kern Regional Center Services (Developmental Disabilities and Early Intervention)				POLICY #: 3.03-P	
DEPARTMENT: Health Services					
Effective Date: 08/1997	Review/Revised Date: 04/18/2019	DMHC		PAC	
		DHCS		QI/UM COMMITTEE	
		BOD		FINANCE COMMITTEE	

Douglas A. Hayward Date 4/18/19
 Douglas A. Hayward
 Chief Executive Officer

M. Tasinga Date 4/17/19
 Chief Medical Officer

[Signature] Date 4/16/19
 Chief Operating Officer

[Signature] Date 4/9/19
 Director of Claims

[Signature] Date 4/4/19
 Director of Provide Relations

Aborah L. Turner Date 4/3/19
 Senior Director of Health Services

POLICY¹:

Kern Health Systems (KHS) will develop and implement procedures for the identification of members with developmental disabilities.²

KHS will refer to the Kern Early Start program those children between the ages of 0 and 36 months in need of early intervention services. KHS will collaborate with the Primary Care Practitioners (PCPs) to identify those members who are eligible for and/or in need of Early Start Services. KHS will collaborate with the Early Start Program to provide other services which are medically necessary

and preventive.

KHS will coordinate with the Kern Regional Center (KRC) as appropriate.

This policy and procedure does not apply to those services provided under the Home and Community-Based Services (HCBS) waiver programs to persons with developmental disabilities.³ Information on HCBS programs is included in *KHS Policy and Procedure #3.11-I – Waiver Programs*.

PROCEDURES:

1.0 PROGRAM DESCRIPTION

The Department of Developmental Services (DDS) under authorization of the Lanterman Developmental Disabilities Services Act, is responsible for a system of diagnosis, counseling, case management, and community support of persons with developmental disabilities such as mental retardation, cerebral palsy, and autism. These services are provided statewide by contract with the California regional centers that rely on existing public and private community health care resources to deliver medically related services. In Kern County the contracted regional center is KRC.

KRC services also include those provided under the DDS Early Start Program. This program provides early intervention services to children between the ages of 0 and 36 months with a condition known to lead to developmental delay, those in whom a significant developmental delay is suspected, or whose early health history places them at risk for delay.⁴ Such services may include⁵:

- A. Assistive technology
- B. Audiology
- C. Family training, counseling, and home visits
- D. Health services
- E. Medical services for diagnostic/evaluation purposes only
- F. Nursing services
- G. Nutrition services
- H. Occupational therapy
- I. Physical therapy
- J. Psychological services
- K. Respite services
- L. Service coordination (case management)
- M. Social work services
- N. Special instruction
- O. Speech and language services
- P. Transportation and related costs
- Q. Vision services

The following conditions are appropriate for the early start program:

- A. Problems due to premature birth
- B. Significant learning or muscle tone problems
- C. Identified conditions such as Down's syndrome or cerebral palsy
- D. History of serious illness with multiple admissions to the hospital

- E. Developmental delays in one or more areas such as walking or talking
- F. Born to parents needing assistance due to their own special needs

2.0 ACCESS

KHS contract providers refer members with developmental disabilities (including those potentially eligible for Early Start⁶) to KRC for evaluation and for access to those non-medical services provided through KRC such as, but not limited to, respite, out-of-home placement, and supportive living.⁷ PCPs must refer members within two (2) working days of determining the need for developmental services. No prior authorization is required from the Plan for non-medical services.

2.1 Referral Process

Referral to KRC by a KHS contract Provider involves notification of both KRC and KHS. Contract providers may initiate referrals to KRC by any of the following methods:

- A. Contacting the KRC Intake Coordinator at phone number (661) 327-8531, ext. 220
- B. Submitting referrals to KRC
- C. Submitting referrals to KHS

For purposes of tracking and follow-up, contract providers should notify KHS of all referrals to KRC. This may be done either by telephone, in writing, or by faxing KHS copies of any referral forms submitted to KRC.

Referrals for Early Start services may also be faxed to one of the following primary service agencies:

- A. Kern County Superintendent of Schools – (661) 636-4817
- B. Bakersfield City School District- (661) 631-5850
- C. Sierra Sands Unified School District – (760) 446-7631

3.0 PROVISION OF SERVICES

KHS Utilization Management and Disease Management staff identifies conditions appropriate for KRC services through the referral and authorization process, outpatient referral case management, inpatient case management and discharge planning, and disease management. Upon identification, members are referred to KRC as outlined above in Section 2.1.

3.1 Kern Regional Center Services

KHS participates with KRC staff as necessary in the development of the individual developmental services plan required for all persons with developmental disabilities. This plan includes identification of all appropriate services, including medical care services, which need to be provided to the Member.⁸

3.1.1 Provider and Member Notification

Notice of Action documents are provided to members and Providers as

3.2 Other Services

KHS contract providers provide screening, preventive, medically necessary and therapeutic services covered by KHS to members with developmental disabilities when those services are not covered by KRC. KHS contract providers are responsible for determination of medical necessity and coordination of all medical services rendered to the KHS members. PCPs must submit a referral to KHS for those services requiring authorization from KHS.

4.0 REIMBURSEMENT

KHS is responsible for payment of EPDST except for services provided under California Children Services (CCS) or mental health and for Case Management services provided by a State-contracted referral provider such as a Regional Center.

5.0 COORDINATION OF CARE

KHS collaborates with KRC to identify individuals receiving KRC services in order to ensure coordinated service delivery and efficient and effective joint case management.¹⁰ The Clinical Intake Coordinator and/or Utilization Management Social Worker are responsible for reviewing request for services and forwarding to KRC when appropriate.

KHS provides case management and care coordination to the member to encourage and facilitate the provision of all medically necessary covered diagnostic, preventive and treatment services identified in the individual family service plan developed by the Early Start program, with Primary Care Provider participation.¹¹

Identified medical conditions for EI/DD coordination is a shared responsibility between Kern Regional Center (KRC) and KHS. KHS will provide medically necessary services for each member and forward all medically necessary supporting documentation to KRC for review and a final ruling of eligibility. Coordination of services will be a collaborative process between KHS and KRC to ensure members receive appropriate medical care and services without interruptions or barriers.

All potentially KRC identified conditions will be reviewed for medical necessity and will be forwarded to KRC for review for final determination of services required and financial responsibility.

KHS beneficiaries 0 to 21 years diagnosed with ASD who are currently receiving BHT services including ABA services through a Regional Center will continue to receive these services through the Regional Center until such time that the department and the Department of Developmental Services develop a plan for transition. In addition, for Medi-Cal beneficiaries receiving ABA services outside of KHSs' network for Medi-Cal services, KHS will ensure continuity of care for up to 12 months in accordance with existing contract requirements.

An adjudicator is currently in place in our core claim adjudication system will allow for reporting and tracking of the potential KRC eligible services. Updates to the member's treatment plan and authorization history will be completed to ensure accuracy.

KHS is responsible for coordinating the member's health care with the Targeted Case Management provider. UM Staff works with the EPSDT Provider to ensure communication with and reporting back to the member's PCP regarding all services provided and the outcome of such services.

Quarterly meetings between KHS and KRC clinical personnel will ensure timely eligibility determination, coordination of care, and financial responsibility for the services rendered. A Memorandum of Understanding (MOU) is maintained with KRC for the coordination of services.¹²

5.1 KHS Responsibilities

The KHS Administrative Director of Health Services is the KHS liaison to KRC and through the terms and processes of the MOU (see Attached) assures that KHS members with developmental disabilities are referred within two (2) working days of determining the need for developmental services¹³. The KHS Utilization Management Department collects data on referrals to KRC, tracks referrals, and initiates and coordinates necessary follow-up activities for members. A KHS UM Clinical Intake Coordinator will be available to assist KRC staff when medical management becomes necessary. A KHS UM Clinical Intake Coordinator will coordinate the medical care between KRC, the member's PCP, and specialist when indicated.

5.2 PCP Responsibilities

Providers are responsible for identifying conditions eligible for KRC Services through IHAs, CHDP, Staying Healthy, Periodicity table physical assessments, or at any time during routine or follow-up care. Upon identification of qualifying conditions, providers are responsible for submitting a referral to KRC or the appropriate primary service agency and documenting the referral in either the progress note, *PM 160 (CHDP) form*, or the *Staying Healthy Assessment form*.

6.0 TRACKING AND MONITORING

Follow up on open authorizations for KRC services are accomplished in accordance with KHS Policy and Procedure #3.22-P: *Referral and Authorization Process*.

PCP preventive care follow-up and documentation is monitored by the QI Department through chart and/or authorized for KRC services to include with the QI chart review to monitor and follow up on KRC services as well as monitor the provision of primary care interventions and other medically necessary covered services unrelated to the developmental disabilities.¹⁴

7.0 REPORTING

Reporting of KRC monitoring activities is the responsibility of the Administrative Director of Health Services or designee. Reports are submitted as outlined in the following table.

Reported To	Report	Due Date
CEO, Associate Medical Director, Director of Claims and Provider Relations and Administrative Director of Health Services.	Results of overall chart audits and any related Corrective Action Plans through the QI/UM Committee.	Quarterly

8.0 PROVIDER AND MEMBER EDUCATION

KHS contract providers and members are informed of Early Start services through provider and member newsletters. KHS contracted Providers are educated regarding case management and coordination of care through Provider Orientations and in-service meetings along with focus reviews.¹⁵

A copy of this policy and procedure is distributed to all contracted providers as part of the *Provider Manual*.

9.0 REIMBURSEMENT

KHS is responsible for payment of EPSDT except for services provided under CCS or mental health and for Case Management services provided by a State-contracted referral provider such as a Regional Center.

10.0 CHROMOSOMAL STUDIES

Kern Health Systems covers chromosomal studies when medically indicated.

ATTACHMENT: *Memorandum of Understanding (MOU), 2018*

REFERENCE:

¹ **Revision 03/2019:** Revisions provided by Administrative Director of Health Services in 2018. Autism language added to policy in accordance with APL 18-006. **Revision 2016-03:** No material change to policy. MOUs added as attachment. **Revision 04/2015:** Revisions provided by Administrative Director of Health Services. Autism language added to policy in accordance with APL 14-011. Language should be removed upon KHS assuming responsibility of services, approximately 9/2015. **Revision 2014-03:** Policy revised by Director of Health Services to comply with DHCS 2013 Medical Audit and 1115 SPD Survey. Section 4.0 revised to improve monitoring. **Revision 2010-05:** Reviewed by KHS Chief Health Services Officer. No revisions needed. **Revision 2009-06:** Routine review by UM Supervisor. **Revision 2006-02:** Routine review. Policy reviewed against DHS Contract 03-76165 (Effective 5/1/2004). **Revision 2004-05:** Revised to include information on Early Intervention Services. DHS/DMHC Medical Review Audit (YE Oct03) Finding 2.2.4. **Revision 2001-02:** Revisions due to DHS/DMHC Medical Review Audit (YE08/31/00).

² 2004 DHS Contract Exhibit A – Attachment 11 (9)(A)

³ 2011 DHCS Contract Exhibit A, Attachment 11, Provision 10 and 11

⁴ 2004 DHS Contract Exhibit A – Attachment 11 (10)

⁵ Early Start Website (www.dds.ca.gov/EarlyStart)

⁶ DHS Contract A-11 (10)

⁷ 2004 DHS Contract Exhibit A – Attachment 11(9)(B) and (10)

⁸ 2004 DHS Contract Exhibit A – Attachment 11(9)(B) and (10) --- Early Start Services are included in general KRC services.

¹⁰ 2004 DHS Contract Exhibit A – Attachment 11(4)

¹¹ DHS Contract A-11 (10)

¹² 2004 DHS Contract Exhibit A – Attachment 11(9)(D)

¹³ CFR, Section 303.321, MMCD 97-02 page 3

¹⁴ Process as described in 2004 CAP Response to Medical Review Audit of 11/2002 to 10/2003.

¹⁵ Process as described in 2004 CAP Response to Medical Review Audit of 11/2002 to 10/2003.

Attachment A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KERN HEALTH SYSTEMS (KHS)
AND
KERN REGIONAL CENTER (KRC)
FOR BEHAVIORAL HEALTH TREATMENT SERVICES**

I. BACKGROUND

Medi-Cal managed care health plans (KHS) are required to cover and coordinate all medically necessary Behavioral Health Treatment (BHT) services for members under the age 21 as an Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit. The Department of Health Care Services (DHCS) provided All Plan Letters¹ (APLs) as guidance to KHS about their responsibility to cover BHT services for eligible members.

BHT services are scientifically established, evidence-based treatments that prevent or minimize the adverse effects of behaviors that interfere with learning and social interaction, and promote, to the maximum extent practicable, the functioning of a member with social, communication and behavioral challenges.

Effective July 1, 2018, the provision of medically necessary BHT services is transitioning from the Department of Developmental Services' Regional Centers (RC) system to KHS.

II. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between KHS and KRC for the County of Kern to perform care coordination and information exchange activities when Medi-Cal members/clients are accessing medically necessary BHT services. This MOU addresses both new referrals and clients/members receiving BHT services when funding for this service is transitioning from KRC to KHS.

III. SCOPE OF WORK

KHS is responsible for the provision of BHT as a managed care benefit, including the coordination of the client's/member's care with the client's/member's RC and BHT provider, as applicable. KRC will support KHS's care coordination by providing necessary client/member information to KHS and/or its subcontracted providers and vendors in accordance with any and all state and federal privacy laws and regulations. This MOU sets forth the structure for the sharing of client/member information to and from KHSs and the RCs to promote shared understanding of the client's/member's medically necessary BHT services and ensure appropriate access to medically necessary BHT services.

¹ DHCS All Plan Letters are available at:
<http://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>

IV. KERN REGIONAL CENTER RESPONSIBILITIES

COORDINATION:

- A. KRC shall provide client/member information, including but not limited to: comprehensive diagnostic evaluation, assessment/report, treatment plan(s), utilization data, and behavioral-analytic assessment(s) information, to KHS regarding BHT and other services provided at KRC to ensure appropriate care coordination, in accordance with all applicable privacy laws.
- B. KRC shall refer clients/members under age 21 regardless of diagnosis to KHS for evaluation for medically necessary BHT services upon client/member request for BHT services.
- C. KRC shall provide case management and care coordination services related to the RC's Early Start Program clients/members to KHS for medically necessary BHT services.
- D. KRC shall provide case management and care coordination services to eligible clients/members and assist those clients/members in maintaining an ongoing relationship with their KHS primary care provider when medical needs arise.
- E. KRC will identify an RC staff person to be the primary liaison to KHS. The liaison will meet not less than quarterly with KHS to ensure continuous communication and to make efforts to resolve operational, administrative, and policy complications.
- F. KRC shall share information (as available) on community resources with the KHS and/or its subcontracted providers and vendors.
- G. KRC shall provide Targeted Case Management (TCM) services to eligible clients/members and their families to assure timely access to health, developmental, social, educational, and vocational services. TCM includes, but are not limited to:
 - Coordination of health related services with KHS to avoid providing duplicative health care services to clients/members; and
 - Provision of referrals to specialty centers and follow-up with schools, social workers, and other agencies involved in the client's/member's care pursuant to the Individual Program Plan (IPP) and Individualized Family Service Plan (IFSP).
- H. KRC agrees to provide periodic training as requested by KHS for KHS's staff concerning KRC's services and requirements.

- I. KRC shall work collaboratively with KHS and/or its subcontracted providers and vendors to resolve timely access and coordination of care issues.

INFORMATION EXCHANGE:

- A. KRC shall, in collaboration with KHS and/or its subcontracted providers and vendors, develop and agree to policies and procedures on sharing information, including but not limited to, establishing secure methods of exchanging data identified below electronically. These policies and procedures will be attached and incorporated into this MOU within 90 days of execution of the MOU.
- B. KRC shall share the following minimally necessary client/member information, when generated by KRC or one of its vendors, for clients/members who have an active/open case at the RC with KHS and/or its subcontracted providers and vendors within 15 business days of receipt of request from KHS (contingent on receipt of a signed authorization for release of information) to facilitate KHS's coordination of care for clients/members identified to potentially need BHT services:
- Client's/member's qualifying condition under which the client/member is eligible for RC services;
 - Client's/member's assessment/report evaluation;
 - Client's/member's current BHT plan, including the plans for the last six months;
 - Client's/member's Functional Behavior Assessment, including prior assessments;
 - Client's/member's development assessment for the Early Start Program;
 - IFSP;
 - IPP;
 - Confirmation that the client/member is currently receiving BHT;
 - Treatment information to include: vendor, number of hours, duration of treatment, associated reports and recommendations;
 - Progress notes from current client/member treatment, including goals and progress towards those goals;
 - Length of treatment – from start date to current with current provider;
 - Client's/member's current/past providers of BHT including length of treatment;
 - Client's/member's signed authorization for release of information to exchange information (obtained by the provider conducting assessment and treatment); and
 - Current RC Annual Review Report and most recent RC psychological evaluation.
- C. KRC shall share all necessary information generated by the RC and/or its vendors with KHS and/or its subcontracted providers and vendors to enable timely access to BHT services through KHS.

- D. KRC shall make medical information available to KHS and/or its subcontracted providers and vendors to assure continuity of medically necessary medical services to the client/member.
- E. KRC shall work collaboratively with KHS and/or its subcontracted providers and vendors to resolve access and coordination of care issues.

V. KHS RESPONSIBILITIES

COORDINATION:

- A. KHS and/or its subcontracted providers and vendors shall provide or arrange for primary care and other medically necessary services as provided in the applicable DHCS contract and/or coordinate services provided by the KHS and carve-out programs, i.e., California Children's Services, Specialty Mental Health Services covered by the county/counties Mental Health Plans, etc.
- B. KHS and/or its subcontracted providers and vendors shall arrange and pay for comprehensive diagnostic evaluations for clients/members who are suspected of needing BHT services.
- C. KHS and/or its subcontracted providers and vendors shall arrange and pay for BHT services for members who meet the criteria as outlined in APL 18-006 or any revised version of these APLs.
- D. KHS and/or its subcontracted providers and vendors shall provide all necessary client/member information to KRC to ensure appropriate care coordination, in compliance with all privacy laws, including notification of the effective date and members' who have transitioned successfully.
- E. KHS and/or its subcontracted providers and vendors shall be available to assist, when necessary and appropriate, the KRC in the development of the IFSP or IPP required for all persons served by RCs, which includes identification of all medically necessary services, including medical care services and medically necessary outpatient mental health services, that should be provided to members.
- F. KHS and/or its subcontracted providers and vendors shall work collaboratively with KRC to resolve timely access and coordination of care issues.
- G. KHS and/or its subcontracted providers and vendors will notify Kern Regional Center regarding members who have successfully transitioned to KHS funded BHT services and effective date when this has occurred no later than 7 days after transition of funding.

INFORMATION EXCHANGE:

- A. KHS and/or its subcontracted providers and vendors shall, in collaboration with KRC, develop and agree to policies and procedures on sharing information (including diagnostic evaluations, assessments, reports, etc.). These policies and procedures will be attached and incorporated into this MOU within 90 days of execution of the MOU. (See Attachment B for KHS policies review).
- B. KHS and/or its subcontracted providers and vendors shall share information generated by the KHS or its vendors with KRC to enable members to timely access services through KRC.
- C. KHS and/or its subcontracted providers and vendors shall facilitate exchange of medical information between the client's/member's primary care physician and the RC's/Early Start Program's providers. KHS shall notify KRC of all clients/members identified as potentially eligible for RC services.
- D. KHS and/or its subcontracted providers and vendors shall share the following client/member information with KRC within 15 business days of receipt of request from the RC:
 - Client's/member's California Department of Education screening;
 - Client's/member's current treatment plan, including the treatment plans for the last six months;
 - Client's/member's assessment/report, or comprehensive diagnostic evaluation;
 - Client's/member's behavioral-analytic assessment;
 - IFSP/Individualized Education Plan;
 - Whether the client/member is currently in treatment;
 - Length of treatment --start date to current;
 - Current/past providers of BHT;
 - Current medical records; and
 - Client's/member's signed release of information to exchange information.

VI. GENERAL PROVISIONS

- A. Notwithstanding any provision to the contrary herein, KHS and/or its subcontracted providers and vendors and KRC agree to maintain confidentiality of medical records in accordance with all applicable federal and state laws and regulation and contract requirements.
- B. This MOU may be amended at any time by written, mutual consent of all parties. Amended MOUs must be submitted to DHCS for review and approval.
- C. Termination without cause: This MOU may be terminated by either party without cause following 30 days written notice to the other party.

D. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.

KRC

By:  _____

Date: 7/16/18

KHS

By: Wyle + H I

Date: 7/19/18