

**ATTACHMENT 1: MEMORANDUM OF UNDERSTANDING TEMPLATE
COVER PAGE**

Memorandum of Understanding

between *[Medi-Cal Managed Care Plan]* and *[DMC State Plan County]*

This Memorandum of Understanding (“MOU”) is entered into by and between *[name of MCP]* (“MCP”) and *[name of party]*, a *[description of other party]* (“DMC State Plan County”), effective as of *[date]* (“Effective Date”). *[Where MCP has a Subcontractor or Downstream Subcontractor arrangement delegating part or all of the responsibilities related to effectuating this MOU to a Knox-Keene licensed health care service plan(s), this Subcontractor or Downstream Subcontractor must be added as an express party to this MOU and named in this MOU as having the responsibilities set forth herein that are applicable to the Subcontractor or Downstream Subcontractor.]* DMC State Plan County, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors, may be referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter (“APL”) 23-029 and subsequently issued superseding APLs, and the DMC State Plan Contract to ensure that Medi-Cal members enrolled, or eligible to enroll, in MCP who are served by DMC State Plan County (referred to herein as “Members”) are able to access and/or receive substance use disorder (“SUD”) services in a coordinated manner from MCP and DMC State Plan County;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the services provided;

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2; and

WHEREAS, nothing in this agreement creates any new services for either Party and is limited to administrative requirements for the MCP and DMC State Plan County.

[Notation: This MOU template includes language, notated in italics and bracketed, that the Parties may want to add to this MOU to increase collaboration and communication. MCP and DMC State Plan County may also agree to additional provisions provided that they do not conflict with the requirements of this MOU.]

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the California Department of Health Care Services

("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with DMC State Plan County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-DMC State Plan County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 4 of this MOU. The MCP-DMC State Plan County Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "DMC State Plan County Responsible Person" means the person designated by DMC State Plan County to oversee coordination and communication with MCP and ensure DMC State Plan County's compliance with this MOU as described in Section 5 of this MOU.

d. "DMC State Plan County Liaison" means DMC State Plan County's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 5 of this MOU. The DMC State Plan County Liaison should ensure the appropriate communication is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC State Plan County Responsible Person as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC State Plan County has the same meaning as "DMC Provider" ascribed by the DMC State Plan County Contract with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to the DMC State Plan County, has the same meaning ascribed by the DMC State Plan County Contract with DHCS.

g. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

2. Term. This MOU is in effect as of the Effective Date and continues for a term *[The Parties may agree to a term of three years or other term as agreed to by MCP and DMC State Plan County]* or as amended in accordance with Section 13.f of this MOU.

3. Services Covered by This MOU. This MOU governs the facilitation of the referral of Members between MCP and DMC State Plan County for SUD services covered by MCP and DMC State Plan County to ensure Members receive those services in a coordinated manner, as required by MCP's Medi-Cal Managed Care Contract with DHCS.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers as set forth in the applicable Medi-Cal Managed Care

Contract (i.e., referrals for SUD services as required by this MOU), and other Providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The *[insert title]*, the designated MCP Responsible Person, listed in Exhibit A, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with DMC State Plan County, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure an appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the engagements and ensure the appropriate levels of leadership from DMC State Plan County are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC State Plan County Liaison, the point of contact with the DMC State Plan County. The MCP-DMC State Plan County Liaison must be listed in Exhibit A of this MOU. MCP must notify DMC State Plan County of any changes to the MCP-DMC State Plan County Liaison as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. DMC State Plan County Obligations.

a. **Provision of Covered Services.** DMC State Plan County is responsible for providing or arranging covered SUD services.

b. **Oversight Responsibility.** The *[insert title]*, the designated DMC State Plan County Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing the DMC State Plan County's compliance with this MOU. The DMC State Plan County Responsible Person serves, or may designate a person to serve, as the designated DMC State Plan County Liaison, the point of contact and liaison with MCP. The DMC State Plan County Liaison is listed in Exhibit B of this MOU. DMC State Plan County may designate a liaison by program or service line. DMC State Plan County must notify MCP of changes to the DMC State Plan County Responsible Person as soon as reasonably practical but no later than the date of change. The DMC State Plan County Responsible Person must ensure compliance with and manage this MOU. DMC

State Plan County must notify MCP of changes to the DMC State Plan County Liaison as soon as reasonably practical but no later than the date of change. The DMC State Plan County Responsible Person must:

- i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;
- ii. Conduct MOU compliance oversight and reports as part of DMC State Plan County's compliance program and must address any compliance deficiencies in accordance with DMC State Plan County's compliance program policies;
- iii. Ensure there is sufficient staff at DMC State Plan County to support compliance with and management of this MOU;
- iv. Ensure the appropriate levels of DMC State Plan County leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;
- v. Ensure training and education regarding MOU provisions are conducted annually for DMC State Plan County's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and
- vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC State Plan County, and reporting to the DMC State Plan County Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** DMC State Plan County must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who carry out responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within *[The Parties may agree to 30, 45, or 60 Working Days.]* of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC State Plan County services to their contracted Providers.

b. In accordance with health education standards as required by the Medical Managed Care Contract, the Parties must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by DMC State Plan County.

c. The Parties must each provide the other Party, Members, and Network Providers with educational materials on how MCP's Covered Services and DMC State Plan County services may be accessed, including during nonbusiness hours.

[The Parties may agree to additional requirements, such as:

- *The Parties must together develop training and education resources covering the services provided or arranged by the Parties, and each Party must share their training and educational materials with the other Party to ensure the information included in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and DMC State Plan County policies and procedures, and with clinical practice standards.*
- *The Parties must develop and share outreach communication materials and initiatives to share resources about MCP and DMC State Plan County with individuals who may be eligible for MCP's Covered Services and/or DMC State Plan County services.]*

7. Screening, Assessment, and Referrals

a. Screening and Assessment.

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC State Plan County services.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines.

2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings.

b. Referral Process. The Parties must work collaboratively to develop and establish policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC State Plan County services.

i. MCP must facilitate referrals to DMC State Plan County for Members who may potentially meet the criteria to receive the DMC State Plan County SUD services and ensure DMC State Plan County has procedures for accepting referrals from MCP.

ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. DMC State Plan County should assist MCP in identifying the appropriate DMC State Plan County program and/or services when assistance is required.

iv. DMC State Plan County should refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if DMC State Plan County is also an ECM Provider pursuant to a separate agreement between MCP and DMC State Plan County for ECM services, this MOU does not govern DMC State Plan County's provision of ECM services.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs;

vi. MCP must have a process by which MCP accepts referrals from DMC State Plan County;

vii. MCP must have a process to confirm that the referral was accepted by the DMC State Plan County;

viii. DMC State Plan County must have a process by which the DMC State Plan County accepts referrals from the MCP; and

ix. DMC State Plan County must have a process to for communicating that the referral was accepted to MCP.

[The Parties may agree to additional requirements, such as:

Closed Loop Referrals. By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide¹, APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and DMC State Plan County comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.]

8. Care Coordination and Collaboration.

a. Care Coordination.

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

ii. MCP must have policies and procedures in place to maintain cross-system collaboration with DMC State Plan County and to identify strategies to monitor and assess the effectiveness of this MOU.

¹ CalAIM Population Health Management Policy Guide, available at <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>.

iii. The Parties must implement policies and procedures that align for coordinating Members' care that address:

1. The requirement for DMC State Plan County to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;
2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;
3. A process for how MCP and DMC State Plan County will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;
4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
5. A process for how MCP and DMC State Plan County will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;
6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;
7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and
8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

9. Quarterly Meetings.

- a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, referral process, and other matters that arise as a result of this MOU. *[MCP may conduct MOU meetings more frequently.]* These meetings may be conducted virtually.
- b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, and this MOU.
- c. The Parties each must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure

appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, at meetings or engagements to which MCP is invited by DMC State Plan County, such as local county meetings, local community forums, and DMC State Plan County engagements, to collaborate with DMC State Plan County in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in its policies and procedures.

[The Parties may agree to additional requirements, such as a requirement that the Parties must implement policies and procedures establishing and addressing QI activities for coordinating the care and delivery of services for Members.]

11. Data Sharing and Confidentiality. The Parties must establish policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.²

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC State Plan County must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member

² CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: <https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2- Draft-Public-Comment.pdf>

demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC State Plan County and MCP must establish policies and procedures to implement the following with regard to information sharing:

- i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC State Plan County Provider is serving as an ECM Provider;
- ii. A process for DMC State Plan County to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;
- iii. A process for DMC State Plan County to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC State Plan County (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data.

[The Parties may agree to additional requirements such as:

- *MCP and DMC State Plan County must enter into the State's Data Sharing Agreement ("DSA") for the safe sharing of information.*
- *If Member authorization is required, the Parties must agree to a standard consent form to obtain a Member's authorization to purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2.]*

b. Interoperability. MCP and DMC State Plan County must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by MCP and make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and DMC State Plan County's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). MCPs must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL, as applicable.

[The Parties may agree to additional requirements such as:

Disaster and Emergency Preparedness. *The Parties must develop policies and procedures to mitigate the effects of natural, man-made, or war-caused disasters involving emergency situations and/or broad health care surge events greatly impacting*

the Parties' health care delivery system to ensure the continued referral and delivery of DMC State Plan County services and MCP Covered Services for impacted Members.]

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all its responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations or such other time period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC State Plan County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC State Plan County to DHCS.

b. Unless otherwise determined by the Parties, the DMC State Plan County Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.

c. MCP must monitor and track the number of disputes with DMC State Plan County where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. Until the dispute is resolved, the following must apply:

- i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or
- ii. When the dispute concerns MCP's contention that DMC State Plan County is required to deliver SUD services to a Member and DMC State Plan County has determined the Member's diagnosis to be a diagnosis not covered by DMC State Plan County services, MCP must manage the care of the Member under the terms of its contract with the State, including providing or arranging and paying for those services, until the dispute is resolved.

- iii. When the dispute concerns DMC State Plan County's contention that MCP is required to deliver physical health care-based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC State Plan County is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. Nothing in the MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC State Plan County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC State Plan County cannot provide any service, financial aid, or other benefit, to an individual that is

different, or is provided in a different manner, from that provided to others provided by the DMC State Plan County.

14. General.

a. **MOU Posting.** MCP and DMC State Plan County must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and DMC State Plan County must retain all documents demonstrating compliance with this MOU for at least 10 years in accordance with the MCP Contract and DMC State Plan County Contract, respectively. If DHCS requests a review of any existing MOU, the Party that receives the request must submit the requested MOU within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to the other Party in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and DMC State Plan County must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS and DMC State Plan County evidence of the annual review of the MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC State Plan County and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC State Plan County nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitutes one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP

DMC State Plan County

Signature:

Name:

Title:

Notice Address:

Signature:

Name:

Title:

Notice Address:

[Subcontractor]

Signature:

Name:

Title:

Notice Address:

[MCP, if multiple MCPs in County]

Signature:

Name:

Title:

Notice Address:

Exhibits A and B

**[Placeholder for exhibits to contain MCP-DMC State Plan County Liaison and
DMC State Plan County Liaison as referenced in Sections 4.b. and 5.b]**

Exhibit C

Data Elements

[The Parties may agree to additional data elements to incorporate and/or include a Data Sharing Agreement between the Parties.]