

ATTACHMENT A:

BASE MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

Memorandum of Understanding

between *[Medi-Cal Managed Care Plan]* and *[name of Other Party]*

This Memorandum of Understanding (“MOU”) is entered into by *[name of Managed Care Plan]* (“MCP”) and *[name of party]*, a *[description of other party]* (“Other Party”), 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 this Subcontractor or Downstream Subcontractor.]* Other Party, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP (“Members”) are able to access and/or receive services in a coordinated manner from MCP and Other Party; and

WHEREAS, the Parties desire to ensure that Members receive services available through Other Party in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

[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 Other Party may also agree to additional provisions, provided that they do not conflict with the requirements of this MOU.]

In consideration of the 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 Other Party and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.

b. “MCP-Other Party Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and Other Party as described in Section 4 of this MOU. The MCP-Other Party Liaison must ensure the appropriate communication and care coordination are 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. “Other Party Responsible Person” means the person designated by Other Party to oversee coordination and communication with MCP and ensure Other Party’s compliance with this MOU as described in Section 5 of this MOU.

d. “Other Party Liaison” means Other Party’s designated point of contact responsible for acting as the liaison between MCP and Other Party as described in Section 5 of this MOU. The Other Party Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the Other Party Responsible Person as appropriate.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of *[The Parties may agree to a term of three years or another term as agreed to by MCP and Other Party.]* or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between Other Party and MCP for the delivery of care and services for Members who reside in Other Party’s jurisdiction and may be eligible for services provided, made available, or arranged for by Other Party. *[This section may be more detailed if there are specific services that need to be called out.]*

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP’s Network Providers and other providers of carve-out programs, services, and benefits. *[Notation: This section may be more detailed when there are more specific MCP obligations found in other guidance or the Medi-Cal Managed Care Contract related to the coordination of services between MCP and Other Party.]*

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

i. Meet at least quarterly with Other Party, 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’s compliance program policies;

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

iv. Ensure the appropriate levels of MCP 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 Other Party 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-Other Party Liaison, the point of contact and liaison with Other Party or Other Party programs. The MCP-Other Party Liaison is listed in Exhibit A of this MOU. MCP must notify Other Party of any changes to the MCP-Other Party Liaison in writing 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 that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. Other Party Obligations.

a. **Provision of Services.** Other Party is responsible for services provided or made available by Other Party. *[Notation: This section may be more detailed when there are more specific MCP obligations found in other guidance or the Medi-Cal Managed Care Contract related to the coordination of services between MCP and Other Party.]*

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

[The Parties may agree to additional requirements such as:

- *The Other Party Responsible Person must ensure there is sufficient staff at Other Party who support compliance with and management of this MOU.*
- *Other Party must develop and implement MOU compliance policies and procedures for Other Party programs, including oversight reports and mechanisms to address barriers to care coordination.*
- *The Other Party Responsible Person must ensure training and education regarding MOU provisions are conducted annually for Other Party's employees, Subcontractors, Downstream Subcontractors, and Network Providers, as applicable.*

- *The Other Party Liaison must meet MOU compliance requirements, as determined by policies and procedures established by Other Party, and must report to the Other Party Responsible Person.]*

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's 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, MCP must provide this training within *[The Parties may agree to 30, 45, or 60 Working Days.]* of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to 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 Other Party programs and services to its Network Providers. *[The Parties may agree to make this requirement mutual.]*

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by Other Party.

c. MCP must provide Other Party, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out 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 for by the Parties. The Parties must share their training and educational materials with each other to ensure the information in their respective training and educational materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and Other Party policies and procedures, and with clinical practice standards.*
- *The Parties must develop and share outreach communication materials and develop initiatives to share resources about MCP and Other Party with individuals who may be eligible for MCP's Covered Services and/or Other Party programs.*
- *Other Party must provide the Other Party Liaison and Other Party program providers with training and educational materials on MCP's Covered Services to support Other Party in assisting Members with accessing MCP's Covered Services.]*

7. [Screening, Assessment, and] Referrals. *[This section has standard subsections, if applicable, but the content generally varies from MOU to MOU. In some MOUs, like this one, screening and assessment may be removed from the heading if not applicable.]*

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate Other Party program and/or services.

b. The Parties must facilitate referrals to the relevant Other Party program for Members who may potentially meet the criteria of Other Party program and/or services and ensure Other Party has procedures for accepting referrals from MCP or responding to referrals where Other Party cannot accept additional Members. MCP must refer Members using a patient-centered, shared decision-making process. Other Party should assist MCP in identifying the appropriate Other Party program and/or services when assistance is required.

c. Other Party 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 Other Party is also an ECM Provider pursuant to a separate agreement between MCP and Other Party for ECM services, this MOU does not govern Other Party's provision of ECM services.

[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 Guide,¹ DHCS All Plan Letter ("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 Other Party 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. 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.

b. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

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

c. MCP must have policies and procedures in place to maintain collaboration with Other Party and to identify strategies to monitor and assess the effectiveness of this MOU.

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, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. [*Parties may agree to meet more frequently.*] These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must 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 MCP’s obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the Other Party Responsible Person and appropriate Other Party program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP 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, in meetings or engagements to which MCP is invited by Other Party, such as local county meetings, local community forums, and Other Party engagements, to collaborate with Other Party 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. MCP 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 adopt joint 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 implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as

amended (“HIPAA”), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and Other Party is encouraged to, 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. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

[The Parties may agree to additional requirements such as:

- *MCP and Other Party must enter into the State’s Data Exchange Framework Data Sharing Agreement for the safe sharing of information.]*

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must 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 website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

[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 coordination and delivery of Other Party programs and services and MCP’s 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. MCP must, and Other Party should, 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 their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within *[suggested: 15 Working Days]* of initiating such dispute or

such other 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.

b. Disputes between MCP and Other Party that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by Other Party to *[insert other department(s) as appropriate]*. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this 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 Other Party who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., Other Party 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 by Other Party.

14. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS 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 each other 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, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate

directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP 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 evidence of the annual review of this MOU as well as copies of any MOU 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, 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 Other Party 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 Other Party 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, constitute 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

Other Party

Signature:
Name:
Title:
Notice Address:

Signature:
Name:
Title:
Notice Address:

*[Subcontractor or Downstream
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 and Other Party Liaisons as referenced
in Sections 4.b and 5.b of this MOU]**

Exhibit C

Data Elements

[The Parties may agree to additional data elements such as:

- a. MCP and Other Party must share the following data elements:*
 - i. Member demographic information;*
 - ii. Behavioral and physical health information;*
 - iii. Diagnoses, progress notes, and assessments;*
 - iv. Medications prescribed;*
 - v. Laboratory results; and*
 - vi. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.]*