



KERN HEALTH SYSTEMS POLICY AND PROCEDURES			
Policy Title	Child Welfare Liaison Role and Responsibilities	Policy #	18.35-P
Policy Owner	Enhanced Care Management	Original Effective Date	1/1/2024
Revision Effective Date	2025-04	Approval Date	6/2/2025
Line of Business	<input checked="" type="checkbox"/> Medi-Cal <input type="checkbox"/> Medicare <input type="checkbox"/> Corporate		

I. PURPOSE

To describe the role and responsibilities of Kern Health System's (KHS) designated Child Welfare Liaison (CWL) as stipulated by Department of Health Care Services (DHCS) requirements and practice expectations to ensure the objectives and activities of the CWL adequately meet the needs of children and youth in child welfare and foster care enrolled with KHS.

II. POLICY

A. Child Welfare Liaison(s) Designee:

1. As of January 1, 2024, Kern Health Systems will designate a Child Welfare Liaison (CWL) to ensure that the needs of any KHS members identified as being involved in child welfare and/or the foster care system are receiving timely services related to complex medical, behavioral, social, and trauma-informed care needs. This will ensure that their needs are met in accordance with the DHCS Contract.
2. The CWL will have collective expertise and experience and/or sufficient training in:
 - a. Child welfare services,
 - b. County behavioral health services,
 - c. Trauma informed care practices,
 - d. County care coordination and assessment processes, which may include the full spectrum of requirements pertaining to service coordination, including referral requirements and processes, care management, and authorization processes.

3. Preferred expertise, experience, and training for the CWL position is as follows:
 - a. Master's Degree and/or additional training in Social Work, Public Health Nursing, or Another Related Field.
 - b. Have familiarity with Medi-Cal enrollment and disenrollment processes, as well as county social services agency processes for updating addresses and other eligibility information.
 - c. Have experience or training in coordinating care within child welfare services and juvenile justice system and have an understanding of the Foster Care Bill of Rights.

B. The CWL Role:

1. The CWL's role requires initiative as a collaborator among systems and teams involved in supporting children and youth in child welfare and foster care with the goal to positively impact improved quality outcomes for members and foster families by assisting them to access needed services in an expeditious and timely manner.
2. KHS will designate an appropriate number of staff to serve as Child Welfare Liaisons in relation to the members that are eligible for the Enhanced Care Management (ECM) population of focus for children and youth involved in child welfare. The Child Welfare Liaison(s) will ensure the health care needs of children and youth involved in child welfare at KHS are met appropriately. Additional CWLs will be designated as needed to commensurate with the number of members involved in child welfare enrolled with KHS. KHS will reassess staffing levels routinely in comparison to the amount of members enrolled with KHS identified to be eligible for the ECM population of focus for children and youth involved in child welfare to ensure sufficient staffing for optimal effectiveness in serving all children and youth involved in child welfare throughout Kern County and to adequately support the workload of care managers assigned to these members both within KHS and within community-based organizations, i.e. Kern County Department of Human Services (KCDHS), ECM providers, etc.
3. The KHS designated Child Welfare Liaison(s) (CWLs) position will also serve in a leadership role to oversee and assist with technical support and will be the escalated point of contact for all other KHS internal staff, local child welfare agencies within the KHS geographical service area, community ECM providers working directly with children, youth, and families, and other appropriate community and local agency supports to achieve the objectives of the program. The KHS CWL(s) will advocate on behalf of children and youth involved in child welfare and will act as the leader within KHS to serve as the point of contact to assist with identifying and escalating any case specific, systematic, and operational obstacles for accessing services to ensure resolution. The CWL ensures that covered services, including medically necessary Early and Periodic Screening, Diagnostic and Treatment (EPSDT) services (Medi-Cal for Kids & Teens), are closely coordinated with other Medi-Cal programs that are carved out from KHS,

such as Specialty Mental Health Services, as well as other non-Medi-Cal services and benefits, such as County Child Welfare Services overseen by the Kern County Department of Human Services (KCDHS). Individuals who may request assistance from the CWL may include but are not limited to:

- a. The member's assigned ECM Lead Care Manager who is responsible for coordinating all aspects of ECM and Community Supports as a part of the member's multi-disciplinary care team. The ECM Lead Care Manager serves as the primary point of contact for the member and/or parent, caregiver, legal guardian, resource parents, other family member(s) and/or other authorized support person(s) and coordinates with the other staff responsible for coordinating the member's care and the CWL, as needed.
- b. Kern County child welfare staff and other Kern County staff responsible for coordinating the member's care including, but not limited to:
 - i. Health Care Program for children in foster care public health nurses
 - ii. County probation officers
 - iii. County child welfare social workers
 - iv. County behavioral health providers
 - v. California Wraparound care coordinators
 - vi. County health education specialists
 - vii. Child and Family Teams facilitators, and
Other county child welfare staff, county staff, secondary case managers, and/or service providers, as applicable.
- c. Other staff who may be responsible for coordinating the member's care, including, but not limited to:
 - i. KHS Providers,
 - ii. Indian Health Care Providers
 - iii. Tribes, in the case of an American Indian Member,
 - iv. Community Health Workers,
 - v. Regional Center staff, and
 - vi. Other secondary case managers, and/or service providers, as applicable.
- d. County Liaisons designated in the Memorandum of Understanding (MOU) between KHS and the Kern County Department of Human Services/Child Protective Services, as the county's designated point of contact responsible for acting as the liaison between Kern County and KHS.
- e. Of note, the Child Welfare Liaisons usually support those that interact with members, rather than assisting members directly. The CWL is not intended to duplicate care

coordination activities but rather is meant to support and find resolutions to any escalated issues as they arise.

4. The CWLs ensure all children and youth involved with child welfare that are eligible for the ECM benefit are offered and/or enrolled into ECM. Internally the CWLs will work directly with the KHS ECM and KHS Population Health Management (PHM) departmental staff responsible for member care coordination and serve as a primary resource to other KHS departments i.e., Member Services, Provider Relations, Health Education, and Utilization Management, etc.
5. KHS will use an integrated interdepartmental approach to engage and promote the health and well-being of foster youth members.
 - a. Internal KHS departmental assigned staff supporting foster youth consist of care coordinators and case managers in the following areas:
 - i. KHS ECM and Community Supports staff.
 - ii. KHS Population Health Management (PHM) Complex Case Managers (CCM) for those members at the highest risk.
 - b. The CWL(s) serve as a support in working with carved out and special service case managers for:
 - i. California Children's Services (CCS)
 - ii. Early and Periodic Screening, Diagnostic and Treatment (EPSDT) services
 - iii. Regional Centers
 - iv. Specialty Mental Health Services (SMHS)
 - v. Long-Term Services and Supports
 - vi. Institutional acute care discharge planning and transitions of care
 - vii. Dental
 - viii. IHSS
 - ix. Tribal Health Care, via the KHS Tribal Health Care Liaison
 - x. KHS MOU assigned liaison, as necessary
 - c. Additionally, for members receiving the listed services, KHS collaborates in coordinated service delivery and efficient and effective joint case management to prevent non-duplication of services when multiple subcontractors, downstream subcontractors, and/or providers are involved in a member's care. This will include interdisciplinary member care conferences at scheduled periodicities to meet the individual needs of each member.
 - d. Interdisciplinary Care Team (ICT) attendance composition shall include:
 - i. KHS ECM and CCM Leads

- ii. CWL
- iii. The member's Primary Care Physician (PCP)
- iv. The member's family
- v. Health Care Program for Children in Foster Care public health nurses
- vi. Carved out and special service case managers
- vii. External member service and care providers
- viii. External agency representatives i.e., county probation officers, education, foster care
- ix. Behavioral health provider
- x. Others.

III. DEFINITIONS

TERMS	DEFINITIONS
County Child Welfare Services	County Child Welfare Services means the services provided by the State's program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services ("CDSS"), Children and Family Services Division.
MCP Child Welfare Liaison MOU Definition	Kern Health Systems (KHS) Child Welfare Liaison (CWL) is the person designated by KHS to oversee KHS coordination and communication with the county and ensure KHS's compliance with the executed Memorandums of Understanding (MOU) between Kern County Child Welfare Services and KHS.
KHS Child Welfare Liaison Role	Child Welfare Liaison, formerly referred to as the Foster Care Liaison, serves as a leader within KHS to advocate on behalf of children and youth involved in child welfare by serving as a point of contact to identify and resolve escalated case specific, systematic, and operational obstacles for accessing services.

IV. PROCEDURES

A. Memorandums of Understanding (MOUs):

1. The 2024 Medi-Cal Managed Care Contract (Contract) requires KHS to enter MOUs with counties and third-party entities (Other Parties) to contractually ensure the provision of whole system, person-centered care. Further, Assembly Bill (AB) 2083 (Chapter 815, Statutes 2018), require each county to develop and implement an MOU setting forth roles and responsibilities of

agencies and other entities, such as regional centers, county offices of education, county child welfare, juvenile probation, and behavioral health agencies, that serve children and youth in foster care who have experienced severe trauma.

2. The MOUs serve to:

- a. Establish minimum requirements around key Contract provisions for MOUs (e.g., training, data sharing).
- b. Clarify roles and responsibilities for coordination of the delivery of care and services of all members, including across MCP carved out services.
- c. Determine formal processes for how MCPs and other parties will collaborate and coordinate on population health programs, including referring and linking members to community supports.
- d. Verify data sharing pathways between MCPs and other parties to support care coordination and enable robust monitoring.
- e. Provide mechanisms to ensure overall oversight and accountability for MCPs to execute MOUs with other parties.
- f. Provide transparency into roles/responsibilities and relationships between MCPs and other parties.
- g. Explain the intent and purpose of the provisions set forth in the MOUs.
- h. Sets expectations of MCPs, such as an annual review of the MOU.
- i. Details requirements related to MOU execution and submission to DHCS.
- j. Lays out a monitoring plan for how DHCS will oversee MCP compliance with the MOU requirements.

3. KHS has executed MOUs with the following organizations:

- a. California Children's Services (CCS),
- b. Maternal and Child Health (MCH),
- c. Tuberculosis (TB) Direct Observed Therapy (DOT),
- d. Community Health Worker (CHW) services, as appropriate,
- e. Emergency Preparedness and Response Plan,
- f. Medically Necessary services that are the responsibility of LHDs, not otherwise specified.
- g. Local Education Agencies (LEAs)
- h. Local Government Agencies (LGAs)

4. KHS will execute a MOU with the County Social Services Agencies for Child Welfare utilizing the County Child Welfare Memorandum of Understanding Template for KHS Child Welfare Agencies. Please refer to Attachment A.
5. The MOU is a binding, contractual agreement between KHS and county child welfare agencies and outlines the responsibilities and obligations of KHS to coordinate and facilitate the provision of services to members, when they are served by multiple parties.
6. In addition to the organizations KHS holds an MOU with, the CWL will also serve to enhance building relationships locally, engaging with the local Interagency Leadership Teams to facilitate

effective practices in collaborating and coordinating with community agencies providing services or working directly with children, youth, and families. These agencies may include:

- a. County probation officers
- b. County health education specialists
- c. Child and Family Teams facilitators, and
- d. Other county child welfare staff, county staff, secondary case managers, and/or service providers, as applicable
- e. Resource (Foster) Parents
- f. Foster Family Agencies
- g. Primary Care Providers
- h. Behavioral Health Providers
- i. School-based Mental Health programs
- j. Short-Term Residential Therapeutic Programs (STRTPs)
- k. CA Wraparound Providers
- l. Special Education Programs
- m. Health Care Program for Children in Foster Care (HCPFC)
- n. Enhanced Care Management (ECM)
- o. County Public Health Nurses
- p. California Wrap Around Care Coordinators
- q. And Others

B. CWL Responsibilities:

1. CWL responsibilities include, but are not limited to:
 - a. Attend quarterly meetings with the Kern County Child Welfare agency as required by DHCS APL 23-029, including subsequent updates, and as outlined in the MOU between KHS and the Kern County Child Welfare agency, to address care coordination, quality improvement activities, quality improvement outcomes, systemic and case specific concerns, and communicate with others within their organizations about such activities.
 - b. Serve as a point of contact for staff to resolve escalated issues in a timely manner when members are experiencing difficulty accessing services, obtaining referrals, changing providers, or facing operational obstacles to receiving health care services.
 - c. Collaborate with the KHS ECM staff to ensure that robust and effective referral pathways exist to ensure all children and youth involved with child welfare that are eligible for the ECM benefit are offered and/or enrolled into the ECM program, including but not limited to referral pathways with the entities listed above who are serving these children and youth.
 - d. Coordinate with other internal KHS Liaisons related to specific member populations, services, and/or programs, such as Long-Term Services and Supports (LTSS), California Children's Services (CCS), Dental, Regional Center, Transportation, and In-Home Supportive Services (IHSS). In particular, the CWL must coordinate with the designated tribal liaison for members who are American Indian children and youth involved in child

welfare. This is particularly important in light of the observed disproportionate representation of American Indian children and youth involved in child welfare.

- e. Provide resources and support regarding KHS Member enrollment and disenrollment when they are made aware that the member will move to a different county.
- f. Assist with benefits and services navigation and coordination throughout the KHS service area, including but not limited to ECM, Community Supports, Behavioral Health, Transitional Care Services, Health Education, Home and Community Based Services, California Children's Services (CCS), tribal health care, and other local service area resources, etc., to provide full-spectrum services to Members.
- g. Participate in and provide input for quality improvement activities associated with the MOU between KHS and the Kern County Child Welfare agency.
- h. As applicable, pursuant to the MOU between KHS and the Kern County Child Welfare Agency, collaborate with the designated KHS County Liaison, if different. However, these may at any point in time be the same individual(s), as appropriate and with proper fulfillment to the respective roles. Ensure compliance with the training and education provisions of the MOU, which includes providing training and/or educational materials to the Kern County Child Welfare Agency on how KHS arranges covered services, and any carved-out services, and how to access assistance, during business and non-business hours.
- i. Provide resources and support to KHS staff and providers in understanding the Foster Youth Bill of Rights. <https://fosteryouthhelp.ca.gov/>
- j. Support KHS staff and providers with using trauma-informed approaches when interacting with children, youth, non-minor dependents, parents, family members, legal guardians, resource parents, or caregivers.
- k. The list of KHS, KHS CWL, and County Social Services Agency responsibilities as they pertain to the KHS CWL and County Welfare Liaison are itemized within Attachment A for this policy and procedure.
- l. The CWL will participate in any KHS Community Advisory Committees and/or any Joint Managed Care Plan Community Advisory Committees or meetings that potentially impact members involved in child welfare and/or foster care.
- m. If there are multiple CWLs within KHS, they will meet and collaborate internally regularly. In addition, the KHS CWL(s) will commit to meet with other CWLs from other managed care plans to learn from and discuss best practices, lessons learned, and to share with one another information and resources.

C. Department of Health Care Services (DHCS) Monitoring:

1. In accordance with DHCS directives for monitoring, KHS will submit the KHS Child Welfare Liaison contact information to the “Liaison Directory” section available on the Managed Care Operations Division (MCOD)-MCP Submission Portal. In accordance with the MOU between KHS and the Kern County Child Welfare agency and per the DHCS contract, KHS must notify all parties of any change in the designation of the KHS Child Welfare Liaison(s) as soon as practical, but no later than within five (5) working days of the change.
<https://cadhcs.sharepoint.com/sites/MCOD-MCPSubmissionPortal/SitePages/Home.aspx>
2. In the event KHS makes a delegated arrangement with a Subcontractor(s) that serve children and youth involved with child welfare, KHS will submit contact information of the Subcontractor’s Child Welfare Liaison(s) to the MCODE-MCP Submission Portal.
3. KHS will hold the responsibility for ensuring Subcontractors’ compliance with the requirements of DHCS ALL PLAN LETTER 24-013.

V. ATTACHMENTS

Attachment A:	DHCS-KHS 2024 Contract Exhibit A, Attachment III, Section 5.6 MOUs with Local Government Agencies, County Programs, and Third Parties.
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VI. REFERENCES

Reference Type	Specific Reference
All Plan Letter(s) (APL)	DHCS All Plan Letter 24-013 Managed Care Plan Child Welfare Liaison
All Plan Letter(s) (APL)	DHCS All Plan Letter 23-029 All Managed Care Plan Requirements for Medi-Cal Managed Care Plans and Third-Party Entities
Regulatory	Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018)
Regulatory	Foster Youth Bill of Rights. https://fosteryouthhelp.ca.gov/

VII. REVISION HISTORY

Action	Date	Brief Description of Updates	Author
Annual Review/Revision	04-2025	Annual review of policy by ECM Department. No revisions at this time.	L.H.P. Enhanced Care Management
Effective	01-01-2024	New Policy Requirement Per DHCS	Loni Hill-Pirtle, LCSW, ECM Director

VIII. APPROVALS

Committees Board (if applicable)	Date Reviewed	Date Approved
Choose an item.	N/A	

Regulatory Agencies (if applicable)	Date Reviewed	Date Approved
Department of Health Care Services (DHCS)	APL 24-013 on 12/16/2024	01/23/2025

Chief Executive Leadership Approval *		
Title	Signature	Date Approved
Chief Executive Officer		
Chief Medical Officer		
Chief Operating Officer		
Chief Financial Officer		
Chief Compliance and Fraud Prevention Officer		
Chief Compliance and Fraud Prevention Officer		
Chief Health Equity Officer		
Chief Legal and Human Resources Officer		
Deputy Chief Information Officer		
*Signatures are kept on file for reference but will not be on the published copy		



Policy and Procedure Review

KHS Policy & Procedure: 18.35-P, Child Welfare Liaison Role, and Responsibilities

Last approved version: 2025-03

Reason for revision: Annual review of policy by ECM Department. No revisions at this time.

Director Approval		
Title	Signature	Date Approved
Senior Director of Provider Network Amisha Pannu		
Director of Enhanced Care Management Loni Hill-Pirtle		
Senior Director of Wellness and Prevention Health Education Isabel Silva		
Director of Population Health Management Michelle Curioso		
Population Health Medical Director Dr. Sidhu		
Senior Director Health Services- Utilization Management Christine Pence		

Date posted to public drive: _____

Date posted to website (“P” policies only):

**ATTACHMENT B: COUNTY SOCIAL SERVICES AGENCIES FOR CHILD WELFARE
MEMORANDUM OF UNDERSTANDING TEMPLATE**

COVER PAGE

Memorandum of Understanding

between **[Managed Care Plan]** and **[County Social Services Agency for Child Welfare]**

This Memorandum of Understanding (“MOU”) is entered into by *[name of Managed Care Plan]* (“MCP”) and *[name of County Social Services Agency for Child Welfare or other relevant agency]*, (“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 this Subcontractor or Downstream Subcontractor.]* County, MCP, and MCP’s Subcontractor and/or Downstream Subcontractor 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 Members enrolled, or eligible to enroll, in MCP and who are County Child Welfare involved and/or receive foster care services (“Members”) are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive MCP and County services set forth in this MOU in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of the 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 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. “County Child Welfare Services” means the services provided by the State’s program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services (“CDSS”), Children and Family Services Division.

b. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.

c. "MCP-County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-County 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's compliance officer as appropriate.

d. "Foster Care Liaison" means the MCP's designated individual assigned to ensure the needs of Members covered under this MOU are met as outlined in the Medi-Cal Managed Care Contract.

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

f. "County Liaison" means County's designated point of contact responsible for acting as the liaison between County and MCP as described in Section 5 of this MOU. The County 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 County 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 County.]* or as amended in accordance with Section 14.f of this MOU. Each Party is responsible for tracking their own oversight agency guidance and assessing the need for amendments or modifications to this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between County and MCP for the delivery of care and services for Members who are receiving County Child Welfare Services.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, and for coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services for which they are eligible, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic and Treatment benefit) services.

i. MCP must provide and cover, or arrange for, as appropriate, all Medically Necessary Medi-Cal for Kids and Teens services, including Behavioral Health Treatment services.

ii. For Members currently receiving Specialty Mental Health Services ("SMHS") or enrolled in an existing care management program, such as California Wraparound, Full Service Partnership, or Health Care Program for Children in Foster

Care (“HPCFC”), if the Mental Health Plan (“MHP”) for SMHS, a SMHS provider contracted to the MHP, or the care management program has contracted with MCP to be an Enhanced Care Management (“ECM”) Provider, MCP must assign the Member to the MHP, SMHS provider contracted to the MHP, or existing care management program as the ECM Provider unless the Member (or parent, legal guardian, or caretaker) requests otherwise.¹ If a Member is enrolled in more than one existing care management program and those programs are each contracted ECM Providers, MCP must assign the Member to the MHP or existing care management program that the Member identifies as the Member’s preferred ECM Provider or, if necessary, another ECM Provider that has capacity to accept the Member. However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County’s provision of ECM services.

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 the County Responsible Person and appropriate County program executives, 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. The 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 who support compliance with and management of this MOU;
- iv. Ensure the appropriate level of MCP leadership (e.g., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from 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 designate a person at MCP to serve, as the MCP-County Liaison, the point of contact and liaison between MCP and County to coordinate care for children and youth receiving County Child Welfare Services. The MCP-County Liaison is listed in Exhibit A of this MOU. As appropriate, the MCP-County Liaison must also serve as a family advocate. MCP must notify County of any changes to the MCP-County 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. MCP must designate at least one individual to serve as the Foster Care Liaison. Additional Foster Care Liaisons must be designated as needed to ensure the

¹Additional information available at CalAIM Enhanced Care Management Policy Guide (p. 80): <https://www.dhcs.ca.gov/Documents/MCQMD/ECM-Policy-Guide.pdf>.

needs of Members are met. By January 1, 2024, MCP must implement the role of MCP-Foster Care Liaison who will follow DHCS-issued standards and expectations for this role as set forth in the Medi-Cal Managed Care Contract, DHCS All Plan Letters (“APLs”), or other similar instructions. The MCP-County Liaison and the Foster Care Liaison roles may be assigned to the same designated individual.

d. 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.

[The Parties may agree to additional requirements such as:

- Background: Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018), Children and Youth System of Care (SOC), requires each county to develop and implement a MOU setting forth roles and responsibilities of agencies and other entities, such as regional centers, county offices of education, county child welfare, juvenile probation, and behavioral health agencies, that serve children and youth in foster care who have experienced severe trauma as outlined in the All County Letter No. 19-116/Behavioral Health Information Notice (“BHIN”) 19-053. The purpose of the AB 2083 MOU (“SOC MOU”) is to ensure that children and youth in foster care receive coordinated, timely, and trauma-informed services. While AB 2083 focuses on children and youth in foster care who have experienced severe trauma, it reflects a priority to build a locally governed interagency or interdepartmental model on behalf of all children and youth across California who have similar needs and who interact with and are served by multiple agencies. These MOUs between County and other local entities that serve children in child welfare/foster care include California’s Integrated Core Practice Model which establishes leadership behaviors and practices through which individuals and organizations must partner and collaborate with one another, and with children and families, to ensure an integrated approach to meeting the needs of children and families.*
- MCP must collaborate with County to identify opportunities for coordination and alignment of this MOU with County’s Interagency Leadership Team’s efforts in implementing the SOC MOU to increase Members’ ability to receive timely, coordinated care.*
- County must include MCP as a party to its SOC MOU with local entities to ensure coordination between MCP, County, and local entities as necessary and applicable to ensure Members receive whole person care.]*

5. County Obligations.

a. Provision of Services. County is responsible for delivering and coordinating County Child Welfare Services, which may include coordination with an ECM Provider to ensure timely and appropriate access to Member benefits and services

beyond the scope of County program(s), including services provided or arranged for by County.

i. County Foster Care Public Health Nurses (“PHNs”), County-assigned probation officers, Community Health Workers, HCPCFC PHNs, child welfare case workers, and other county staff and/or secondary case managers, as applicable, should assist Members in accessing ECM, and, as appropriate, refer youth and children involved in child welfare to MCP for ECM.

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

[The Parties may agree to additional requirements such as:

- County must develop and implement MOU compliance policies and procedures, including oversight reports and mechanisms to address barriers to care coordination.*
- The County Responsible Person must ensure training and education regarding MOU provisions are conducted annually for County’s employees who carry out responsibilities under this MOU, as applicable.*
- County must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services, including Medi-Cal for Kids and Teens services, for which they are eligible. County must refer Members to MCP for Medi-Cal for Kids and Teens services and other MCP Covered Services when indicated based on screening findings. If the child or youth indicates a need for mental health or substance use services, Member may be served by MCP and/or County’s MHP in accordance with Section 8(d) of this MOU.]*

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out MCP’s responsibilities under this MOU and, as applicable, for MCP’s Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying 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, 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 all such persons or entities 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 County services to their Network Providers. *[The Parties may agree to make this requirement mutual.]*

b. In accordance with health education standards as 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 County. In addition, MCP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version of the APL.

c. MCP must provide County, 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 education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and County 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 County with individuals who may be eligible for MCP's Covered Services and/or County services.*
- County must distribute MCP's current training and educational materials in a timely manner to support the County Liaison, County-assigned social workers, County behavioral health providers, HCPCFC PHNs, Community Health Workers, County Health Education Specialists, and child welfare case workers in assisting Members with accessing Covered Services. The materials must include information on MCP's Covered Services, including nonemergency medical transportation and non-medical transportation; Community Supports; and/or other care management programs and services for which Members may qualify, such as ECM or Complex Care Management ("CCM").*
- MCP and County must annually provide education to Members about the requirements and obligations set forth in this MOU.]*

7. Referral Process.

[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,² 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 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.

ii. The Parties must discuss and address individual care planning and coordination issues or barriers to care coordination efforts at least quarterly *[but can agree to more frequent meetings]*.

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

iv. MCP and County must collaborate to ensure that Members receiving County Child Welfare Services continue to receive all Medically Necessary Covered Services, including, without limitation, dental, behavioral, and developmental services, when they move to a new location or they transition or age out of receiving County foster care services.

v. MCP must have processes for ensuring the continuation of Basic Population Health Management³ and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP for Members receiving County Child Welfare Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

vi. MCP's policies and procedures must include processes for coordinating with County to ensure Members receive ECM, CCM, and/or Community Supports and/or other case management services for which they may qualify.

vii. MCP must ensure Members' Medical Records are readily accessible and up to date for Members transitioning or aging out of receiving County foster care services.

[The Parties may agree additional requirements such as:

² CalAIM Population Health Management Policy Guide, available at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-May-Update-0509023.pdf>.

³ Basic Population Health Management is defined as described in the CalAIM Population Health Management Policy Guide, available at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-May-Update-0509023.pdf>.

- *The Parties must coordinate with the local Interagency Leadership Team to ensure the responsibilities of this MOU are carried out in alignment and coordination with County’s SOC MOU as appropriate, to ensure Members receive timely, coordinated care.*
- *The Parties must coordinate to identify Members not receiving periodic preventive services in accordance with the American Academy of Pediatrics (“AAP”) Bright Futures Periodicity Schedule using a data-informed methodology and develop a plan to help providers reach out to assigned Members who are not receiving periodic preventive services.*
- *The Parties must coordinate with county social services agencies for child welfare and Medi-Cal MCPs in other counties to ensure Members’ utilization of Covered Services, especially evidence-based services that are specific to the needs of children who have experienced trauma.*
- *The Parties must implement mechanisms for implementing care coordination across multiple providers, including a shared comprehensive point of contact list or other mechanisms for supporting cross communication, and for coordinating with HCPCFC in particular, as applicable.]*

b. Coordination of Medi-Cal for Kids and Teens Services.⁴

i. Where MCP and County have overlapping responsibilities to coordinate services for Members under age 21, MCP must do the following:

1. Assess the Member’s medical and/or behavioral health needs, or follow the Member’s physician’s or licensed behavioral health professional’s recommendations, for Medi-Cal for Kids and Teens Medically Necessary Covered Services;
2. Determine what types of services (if any) are being provided by County, or other third-party programs or services;
3. Coordinate the provision of services with County to ensure that MCP and County are not providing or ensuring the provision of duplicative services and that the Member is receiving all Medically Necessary Medi-Cal for Kids and Teens services within 60 calendar days following the preventive screening or other visit identifying a need for treatment, whether or not the services are Covered Services under the Medi-Cal Managed Care Contract. All Medi-Cal for Kids and Teens services are Covered Services unless expressly excluded under the Medi-Cal Managed Care Contract;
4. Notify the appropriate child welfare case worker and HCPCFC PHN if the Member (or parent, legal guardian, or caregiver) when the Member refuses services or is unable to be reached to ensure County has information necessary

⁴ Additional guidance available in APL 23-005:
<https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf>.

to inform investigations, guide County placement decisions, and/or alert County staff to issues of safety or neglect; and

5. Notify the appropriate child welfare case worker and HCPCFC PHN at the assumption of care to ensure that the appropriate person is aware of all services being provided to the Member.

c. Care Coordination for Youth and Children In Foster Care.

i. MCP must implement policies and procedures to track Members receiving County Child Welfare Services by maintaining an up-to-date database of Members who are involved with child welfare and/or foster care as identified by the CDSS in collaboration with MCP.

ii. The MCP-County Liaison must oversee coordination of care for Members receiving County Child Welfare Services by:

1. Ensuring that each Member is assessed for medical and behavioral health needs;

2. Ensuring that each Member's needs as defined under Medi-Cal for Kids and Teens services have been met through the provision of a care plan and warm hand offs to appropriate Providers. If services are needed, the first encounter must occur without unnecessary delay and in accordance with clinical standards (e.g., AAP Bright Futures Periodicity Schedule, Advisory Committee on Immunization Practices vaccination schedule). This includes collaborating with Providers, foster caregivers, and HCPCFC PHN as necessary to ensure medical and dental exams are provided within 30 calendar days in accordance with the Child Welfare Services Manual Division 31.206.36;

3. Notifying group homes, Short Term Residential Therapeutic Programs, child welfare case worker, HCPCFC staff, and foster parents of Members regarding MCP and County services when a Member is placed outside MCP's Service Area;

4. Offering transportation information and resources, as needed, to Members, such as how Members can access non-emergency medical transportation for Medi-Cal services, which include, but are not limited to, appointments and medication, medical equipment, and supplies pickup;

5. Upon request by County or a Network Provider, facilitating scheduling of medical appointments and referrals for dental services for Members;

6. Informing Network Providers about the availability of benefits, including dental benefits, such as assisting Members with scheduling appointments, including behavioral health appointments, and arranging non-emergency medical transportation for Medi-Cal services; and

7. Upon request, providing information regarding the Member's Primary Care Physician ("PCP") or other Network Provider to County to assist with coordination of care.

iii. County should, when requested by Members (or Members' parent(s) or legal guardian(s) and/or caregiver(s) of foster children), assist Members

ages 0-21 years with scheduling appointments for medical services through their assigned PCP and/or alert MCP of barriers to Members' access to services.

d. Care Coordination for Specialty Mental Health Services for Youth and Children.

i. MCP and County must coordinate to ensure that Members receiving County Child Welfare Services are directly referred to County's MHP for an SMHS assessment pursuant to BHIN 21-073 if they, or an individual acting on their behalf, contacts the MCP access line or the MHP seeking help.

ii. MCP must ensure that Members are provided with all Medically Necessary Covered Services, as identified by the assessments and communicated to MCP, in a timely and coordinated manner and in accordance with DHCS APLs 22-005, 22-006, and 22-028 or other forthcoming instructions.

iii. The Parties must develop a process for coordinating care for Members receiving County Child Welfare Services who are eligible for or are concurrently receiving Non-Specialty Mental Health Services ("NSMHS") and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

iv. MCP must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access NSMHS and SMHS through multiple pathways and are not turned away based on which pathway they rely on, including but not limited to adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

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 activities, Quality Improvement outcomes, systemic and case-specific concerns, and communicating with others within their organizations about such activities. *[Parties may agree to meet more frequently.]* These meetings may be conducted virtually.

i. 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.

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

iii. MCP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

b. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by County, such as local county meetings, local community forums, Child and Family Team Meetings, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

[The Parties may agree to additional requirements such as that MCP must participate in AB 2083 SOC Local Interagency Leadership Team meetings to which MCP is invited by County to discuss aligning care coordination activities required by this MOU with County's efforts to coordinate care through SOC activities, wherever possible.]

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

[The Parties may agree to additional requirements such as the requirement that the Parties must adopt joint policies and procedures establishing and addressing Quality Improvement activities for coordinating the care of and delivery of services to 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. For additional guidance related to sharing Members' data and information, the Parties may reference the CalAIM Data Sharing Authorization Guidance.⁵

a. **Data and/or Information Exchange.** MCP must, and County 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 sharing authorization documentation and Member demographic, contact, behavioral, and physical health information; CANS data; diagnoses; relevant physical assessments and screenings for adverse childhood experiences; medications prescribed; documentation of social or environmental needs identified; individual nursing service plan ("INSP")/Case Plan; and known changes in condition that may adversely impact the Member's health and/or welfare; and, if necessary, obtaining

⁵ CalAIM Data Sharing Authorization Guidance VERSION 2.0, available at: <https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf>.

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.

i. MCP must implement processes and procedures to ensure the Medical Records of those Members receiving County Child Welfare Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population's complex needs remain met once Members are no longer involved with County Child Welfare and/or foster care.

ii. MCP must share the necessary information with County to ensure the County Liaison is made aware of Members who are enrolled in ECM and/or Community Supports and (i) are receiving County Child Welfare Services; (ii) have been involved with foster care in the past 12 months; (iii) are eligible for and/or enrolled in the Adoption Assistance Program;⁶ or (iv) have received Family Maintenance services⁷ in the past 12 months, in order to improve collaboration between County and ECM to help ensure Members have access to all available services.

iii. MCP must collaborate with County to develop processes and implement strategies to ensure their systems share data, and work together to improve outcomes that require collaboration across systems, including process measures (such as appropriate cross-sector attendance at Child and Family Teams Meetings), utilization measures (such as timely and appropriate access to Medi-Cal for Kids and Teens services for each Member), and outcome measures (such as shorter intervals until placement stability, shorter time to reunification, social drivers of health disparity gap closure).

[The Parties may agree to additional requirements such as:

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

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

⁶ More information about the Adoption Assistance Program is available at <https://www.cdss.ca.gov/inforesources/adoptions/adoption-assistance-program>.

⁷ More information about Family Maintenance services is available at <https://www.cdss.ca.gov/inforesources/child-welfare-protection>.

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' ability to provide services to ensure the continued coordination and delivery of County programs and 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. MCP must, and County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, County and MCP must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless the MOU is terminated. If the dispute cannot be resolved within *[suggested: 15 Working Days]* of initiating such dispute 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.

b. Disputes between MCP and County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to CDSS. 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 otherwise set forth in local, State, and/or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., 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 by County.

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 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 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, 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

County

Signature:

Name:

Title:

Notice Address:

Signature:

Name:

Title:

Notice Address:

***[Subcontractor or Downstream
Subcontractor]***

Signature:

Name:

Title:

Notice Address:

***[Additional MCP, if multiple MCPs in
County]***

Signature:

Name:

Title:

Notice Address:

Exhibits A and B

**[Placeholder for exhibits to contain MCP and County 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 County 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.]*