

MEMORANDUM OF UNDERSTANDING
BETWEEN
MOLINA HEALTHCARE OF CALIFORNIA
AND
SAN BERNARDINO COUNTY CHILDREN AND FAMILY SERVICES
FOR
COORDINATION AND DELIVERY OF MEDI-CAL SERVICES TO CHILDREN AND YOUTH INVOLVED IN
THE CHILD WELFARE SYSTEM
JUNE 9, 2026

This Memorandum of Understanding (“MOU”) is entered into by Molina Healthcare of California (“MCP”) and San Bernardino County Children and Family Services, (“County”), effective as of June 9, 2026 (“Effective Date”). 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.

NOW, THEREFORE, MCP and County mutually agree to the following terms and conditions:

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A. 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.

1. County Child Welfare Services - 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
2. MCP Responsible Person – 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 D of this MOU.
3. MCP-County Liaison – MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section D 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 I of this MOU, and provide updates to the MCP Responsible Person and/or MCP's compliance officer as appropriate.
4. Foster Care Liaison – 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.
5. County Responsible Person - The person designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section E of this MOU.
6. County Liaison – The County's designated point of contact responsible for acting as the liaison between County and MCP as described in Section E 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 I of this MOU, and provide updates to the County Responsible Person as appropriate.

B. TERM

This MOU is in effect from June 9, 2026 through June 8, 2029 or as amended in accordance with Section N 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.

C. 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.

D. MCP OBLIGATIONS

1. **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.
 - a. 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.
 - b. 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 ("HCPCFC"), 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 otherwise¹

- c. 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.
2. **Oversight Responsibility** - The Director, Healthcare Services, 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:
 - a. Meet at least quarterly with the County Responsible Person and appropriate County program executives, as required by Section I of this MOU;
 - b. 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;
 - c. Ensure there is sufficient staff at MCP who support compliance with and management of this MOU;
 - d. 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;
 - e. 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 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.
 3. 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 needs of Members are met. 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.
 4. **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

E. COUNTY OBLIGATIONS

1. **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.

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

- a. 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.
2. **Oversight Responsibility** – The County Director of Children and Family Services and 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.

F. TRAINING AND EDUCATION

1. 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 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.
2. 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.
3. 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.
 - a. 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.
 - b. 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.
 - c. 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 and 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”).
 - d. MCP and County must annually provide education to Members about the requirements and obligations set forth in this MOU.

G. REFERRAL PROCESS

1. **Closed Loop Referrals** - By June 9, 2026,
 - a. 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 Guide², APL 22-024 or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance.
 - b. 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.
 - c. 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.

H. CARE COORDINATION AND COLLABORATION

1. Care Coordination

- 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 planning and coordination issues or barriers to care coordination efforts at least quarterly.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

2. Coordination of Medi-Cal for Kids and Teens Services⁴

- a. 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;

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/PHM-Policy-Guide.pdf>

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

- 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 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.

3. **Care Coordination for Youth and Children In Foster Care**

- a. 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.
- b. 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.
 - 8) 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.

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.

I. QUARTERLY MEETINGS

- 1. 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. These meetings may be conducted virtually.
 - a. 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
 - b. processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.
 - c. MCP must invite the County Responsible Person and appropriate County program executives to participate in MCP quarterly meetings to ensure
 - d. 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.
 - e. MCP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.
- 2. **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.

J. 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.

K. 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

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 to facilitate sharing of information and data.

1. **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;
2. 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 Member consent.
 - a. 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.
 - b. 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
 - 1) are receiving County Child Welfare Services;
 - 2) have been involved with foster care in the past 12 months;
 - 3) are eligible for and/or enrolled in the Adoption Assistance Program⁶; or
 - 4) 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.
 - c. 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).
3. **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

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

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>

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).

L. DISPUTE RESOLUTION

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 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.

1. 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.
2. 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.

M. 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.

N. GENERAL

1. **MOU Posting** – MCP must post this executed MOU on its website.
2. **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.
3. **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.
4. **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.

5. **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.
6. **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.
7. **Governance** – This MOU is governed by and construed in accordance with the laws of the State of California.
8. **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.
9. **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.
10. **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.
11. **Termination** - The Parties reserve the right to terminate this MOU for convenience with 30 days' notice.
12. **Indemnification** – MCP agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. MCP's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

O. INSURANCE REQUIREMENTS

1. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
2. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

3. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
4. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
5. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
7. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of ten thousand (\$10,000) shall be declared to and approved by Risk Management.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
9. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

10. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollar (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are nonprofit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) Two million dollars (\$2,000,000) general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not for profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- f. Reserved.
- g. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- h. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

P. NOTICES

All written notices provided for in this MOU or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Molina Healthcare of California
Attn: Janelyn Martin
300 Oceangate
Long Beach, CA 90802
Email: Janelyn.Martin@molinahealthcare.com

San Bernardino County
Human Services Administration
Contract Unit
150 S. Lena Road
San Bernardino, CA 92415
Email: hsasdcontractunit@hss.sbcounty.gov

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

Q. ENTIRE AGREEMENT

- 1. This MOU, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will.
- 2. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
- 3. This signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Molina Healthcare of California

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Abbie Totten
(Print or type name of person signing contract)

Title Plan President, Molina Healthcare
(Print or Type)

Dated: _____

Address _____

EXHIBIT A

MCP Responsible Person & Liaison

(Oversight and Compliance)

Name: Janelyn Martin

Title: Director, Healthcare Services

Address: 300 Oceangate, Long Beach, CA 90802

Phone Number: (562) 549-4899

EXHIBIT B

County Responsible Person & Liaison

(Oversight and Compliance)

Name: Mia Sullivan | Deputy Director

Email Address: Mia.Sullivan@hss.sbcounty.gov

Name: Rosie Mayzum | Deputy Director

Email Address: Rosie.Mayzum@hss.sbcounty.gov

Address: 31 W. Stuart Ave., Suite 100 & 101, Redlands, CA 92377

EXHIBIT C

Data Elements

The Parties may agree to additional data elements such as:

1. County and MCP will work collaborative within the first year of executing the MOU on to develop protocols for sharing information in accordance with this MOU and state and federal privacy laws. Examples of the types of information that the parties may share for purposes of care coordination in accordance with state and federal privacy laws, include:
 - a. From the County to the MCP:
 - i. List of providers delivering child welfare services
 - ii. Additional data required to facilitate referrals and coordinate care, such as:
 1. Member demographic information
 2. Member contact information
 3. Behavioral and physical health information
 4. CANS data
 - b. From the MCP to the County:
 - i. Relevant individual health information, such as diagnoses, medications, and utilization, that is the minimum necessary for care coordination, subject to any applicable authorization requirements
 - ii. Data reflecting utilization, access and outcome metrics for the Members receiving child welfare services that are to be tracked in the MCP's up-to-date database per Section H (Care Coordination and Collaboration) of this MOU. Examples of metrics from Section K (Data Sharing and Confidentiality) include:
 1. Member demographic information
 2. Member contact information
 3. Diagnoses
 4. Referral status
 5. Behavioral and physical health information, including service utilization rates for non-specialty mental health services community supports, enhanced care management and community health worker services, emergency department and inpatient hospitalization data.
 6. Medications prescribed