

Memorandum of Understanding

between Blue Cross of California Partnership Plan, Inc.; Health Net Community Solutions, Inc., Kaiser Foundation Health Plan, Inc., and The Resource Connection of Amador and Calaveras Counties, Inc.

This Memorandum of Understanding (“MOU”) is entered into by Blue Cross of California Partnership Plan, Inc. (“Anthem”), Health Net Community Solutions, Inc., Kaiser Foundation Health Plan, Inc. (“MCPs”) and The Resource Connection of Amador and Calaveras Counties, Inc. (“Agency”), effective as of the date of execution (“Effective Date”). Agency, MCPs and relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, MCPs is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCPs (“Members”) are able to access and/or receive services, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic, and Treatment (“EPSDT”) benefit) services, as well as other services that may not be covered by MCPs, in a coordinated manner from MCPs and Agency. As a participating MCP, Kaiser Foundation Health Plan, Inc., will limit services to Amador County only; and

WHEREAS, the Parties desire to ensure that Members receive services for which they may be eligible in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties desire to work together to promote and support local, regional, and statewide efforts to provide food assistance, nutrition education and breastfeeding counseling, and access to health and social services to pregnant individuals, new parents and guardians, persons up to their first birthday (one year of age) (“Infants”), and persons over one year of age and up to their fifth birthday (five years of age) (“Children”); and

WHEREAS, the Parties understand and agree that to the extent that any data exchanged in furtherance of this MOU is protected health information (“PHI”) or Personally Identifiable Information (“PII”) derived from California Department of Public Health’s (“CDPH”) management information system for the Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC” or “WIC Program”) or otherwise collected, created, maintained, stored, transmitted, or used by Agency pursuant to its local agency agreement with CDPH, Agency must comply with all applicable federal and State statutes and regulations governing confidential information for the WIC Program and any underlying CDPH/WIC agreement terms and conditions that impose restrictions on the access, use, and disclosure of WIC data.

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

- 1. Definitions.** Capitalized terms have the meaning ascribed by MCPs Medi-Cal

Managed Care Contract with the California Department of Health Care Services (“DHCS”) or 7 Code of Federal Regulations Section 246.2, unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. “MCPs Responsible Person” means the person designated by MCPs to oversee MCPs coordination and communication with the Agency Responsible Person, facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure MCPs compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCPs practices.

b. “MCPs-Agency Liaison” means MCPs designated point of contact responsible for acting as the liaison between MCPs and Agency as described in Section 4 of this MOU. The MCPs-Agency 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 MCPs Responsible Person and/or MCPs compliance officer as appropriate.

c. “Agency Responsible Person” means the person designated by Agency to oversee coordination and communication with MCPs and ensure Agency’s compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in Agency practices.

d. “Agency Liaison” means Agency’s designated point of contact responsible for acting as the liaison between MCPs and Agency as described in Section 5 of this MOU. The Agency Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, should facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the Agency Responsible Person as appropriate. It is recommended that the Agency Liaison have WIC Program subject matter expertise.

2. Term. This MOU is in effect as of the Effective Date and continues through December 31, 2028, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU.

a. The WIC Program is authorized by Section 17 of the Child Nutrition Act of 1966, 42 United States Code Section 1786, and administered by CDPH. Agency is a public or private, nonprofit health human service agency that, pursuant to a local agency agreement with CDPH, certifies applicant eligibility for the WIC Program and provides WIC Program benefits to participants.

b. Pursuant to the separate local agency agreement with CDPH, Agency provides WIC Program services to eligible persons in accordance with federal and State statutes and regulations governing the WIC Program (“WIC Services”). (42 United States Code Section 1786; 7 Code of Federal Regulations Section 246; Health and Safety Code Section 123275 et seq.; 22 California Code of Regulations Section 40601 et seq.) WIC

Services include supplemental foods, nutrition education, and referrals to or information regarding other health-related or public assistance programs. (See 7 Code of Federal Regulations Sections 246.1, 246.7(b), 246.10, 246.11.)

c. Nothing in this MOU is intended to supersede, or conflict with, Agency's agreement with CDPH or CDPH's oversight authority over Agency's provision of WIC Services and the requirements applicable thereto. Should any conflict arise, the terms of Agency's agreement with CDPH will control.

d. This MOU governs coordination between Agency and MCPs relating to the provision and delivery of MCPs Covered Services and WIC Services to Members.

e. As set forth in federal law, "WIC Participants" are Pregnant Women, women up to one year postpartum who are breastfeeding their Infants ("Breastfeeding Women"), women up to six months after termination of pregnancy ("Postpartum Women"), Infants, and Children who are receiving supplemental foods or food instruments or cash-value vouchers under the WIC Program, and the breastfed Infants of participant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining participants as well as Pregnant Women, Postpartum Women, Breastfeeding Women, Infants, and Children for purposes of WIC Program participation].)

f. As set forth in federal law, "WIC Applicants" are Pregnant Women, Breastfeeding Women, Postpartum Women, Infants, and Children who are applying to receive WIC benefits, as well as the breastfed Infants of applicant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining applicants].)

g. Agency provides referrals to or information regarding other health-related or public assistance programs to both WIC Applicants and WIC Participants. All other WIC Services are available exclusively to Members who are WIC Participants and the parents and guardians of Infant or Child participants in the case of nutrition education. The provision of WIC Services by Agency to Members must be limited to Members who are WIC Applicants, WIC Participants, or the parents or guardians thereof, as applicable, and rendered in accordance with the statutes and regulations governing the WIC Program (see, e.g., 42 United States Code Section 1786(d); 7 Code of Federal Regulations Sections 246.2, 246.7); as well as the terms of Agency's local agency agreement with CDPH.

4. MCPs Obligations.

a. **Provision of Covered Services.** MCPs is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCPs Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The designated MCPs Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCPs compliance with this MOU. The MCPs Responsible Person must:

i. Meet at least quarterly with Agency, as required by Section 9 of this MOU;

ii. Report on MCPs compliance with the MOU to MCPs compliance officer no less frequently than quarterly. MCPs compliance officer is responsible for MOU

compliance oversight reports as part of MCPs compliance program and must address any compliance deficiencies in accordance with MCPs compliance program policies;

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

iv. Ensure the appropriate levels of MCPs leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from Agency are invited to participate in the MOU engagements, as appropriate;

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

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

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

5. Agency Obligations.

a. **Provision of Covered Services.** Agency is responsible for services provided or made available by Agency.

b. **Oversight Responsibility.** The designated Agency Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing Agency's compliance with this MOU. The Agency Responsible Person serves, or may designate a person to serve, as the designated Agency Liaison, the point of contact and liaison with MCPs. The Agency Liaison is listed in Exhibit B of this MOU. Agency must notify MCPs of any changes to the Agency Liaison in writing as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case notice must be provided within five Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCPs must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCPs Network Providers, Subcontractors, and Downstream Subcontractors who assist MCPs with carrying out MCPs responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged

b. 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, MCPs must

provide this training within 60 Working Days of the Effective Date. Thereafter, MCPs must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCPs must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and WIC Services to its Network Providers.

c. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCPs must provide Members and Network Providers with educational materials related to accessing Covered Services and WIC Services provided by Agency, including:

i. Information about WIC Services, including who is eligible for WIC Services; how WIC Services can be accessed; WIC Program referral processes, including referral forms, links, fax numbers, email addresses, and other means of making and sending WIC Program referrals; referral processes for medical formulas; and care coordination approaches; and

ii. Information on nutrition and lactation topics, food insecurity screening, and cultural awareness.

d. MCPs must provide Agency, Members, and Network Providers with training and/or educational materials, which may include the MCPs' provider manuals, on how MCPs' Covered Services and any carved-out services may be accessed, including during nonbusiness hours, and information on MCPs' relevant Covered Services and benefits such as doula services, lactation consultation services and other breastfeeding support services, including breast pump availability, related supplies, and issuance; outpatient services; Community Health Worker services, dyadic services, and related referral processes for such services.¹

(Remainder of page intentionally left blank)

¹ Additional guidance is available at All-Plan Letter ("APL") 22-016, APL 22-031, and APL 22-029.

7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure WIC-eligible Members are referred to the appropriate WIC Services and MCPs' Covered Services. Referrals made pursuant to this MOU and any policies and procedures related thereto must comply with Section 13 of this MOU.

i. The Parties must facilitate referrals to Agency for Members who may meet the eligibility criteria for WIC Services.

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

iii. MCPs must refer and document the referral to Agency of Members who are Pregnant Women, Breastfeeding Women, Postpartum Women, or the legal guardians of Members who are Infants or Children, including referrals made as part of the initial evaluation of newly pregnant individuals, pursuant to 42 Code of Federal Regulations Section 431.635(c) and any relevant DHCS guidance. MCPs must have policies and procedures to identify and refer, and to ensure its Network Providers identify and refer, to Agency those Members who may be eligible for WIC Services.

1. As part of the referral, or as soon as possible thereafter, MCPs must assist the Network Provider, Member, and Agency, as necessary, with sharing the Member's name, address, relevant portions of the medical record, Medi-Cal number, and contact information (such as the Member's phone/email) as well as a copy of the Member's current (within the past 12 months) hemoglobin and hematocrit laboratory values with Agency as soon as possible. If the Member has not yet had these laboratory tests, MCPs must coordinate with the Network Provider and Member to assist the Member with obtaining such laboratory tests as soon as possible.

2. MCPs must ensure its Network Providers share with Agency relevant information from patient visits, including, without limitation, height and weight measurements, hemoglobin/hematocrit values, blood lead values, immunization records for Infants and Children, and health conditions when referring their patients to Agency and/or when requested by Agency. MCPs must also ensure that its Network Providers share with Agency all WIC Program documentation, including necessary CDPH WIC Program forms.

iv. MCPs must collaborate with Agency to update referral processes and policies designed to address barriers and concerns related to referrals and delays in service delivery.

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

vi. Upon notification from MCPs that a Member may be eligible for WIC Services, and in accordance with its normal practices and procedures governing WIC application and certification, Agency must conduct the applicable screening and

assessments to determine whether the Member is eligible for WIC Services.

vii. Agency must provide MCPs with information about WIC referral process(es), including referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to Agency. Agency must work with MCPs, as necessary, to revise referral processes and address barriers and concerns related to referrals.

viii. Agency is responsible for the timely enrollment of, and follow-up with, Members eligible for WIC Services in accordance with the processing standards set forth in 7 Code of Federal Regulations Section 246.7(f) and California Code of Regulations, Title 22, Section 40675.

As Agency is the payor of last resort, MCPs and Agency must coordinate to ensure MCPs understands Agency's processes and procedures for providing Members with medical formula as appropriate. MCPs must ensure its Network Providers are informed of and follow the requirements for assisting Members in obtaining medical formula from Agency as appropriate. The following information must be included with the WIC referral after submitting a prior authorization (PA) to Medi-Cal Rx for provision of medical formula, including submission of the following information with the referral: (1) a copy of the Medi-Cal Rx PA denial notification upon receipt from Medi-Cal Rx or an attestation from the Provider that the request has been submitted to and denied by Medi-Cal Rx, and (2) a completed WIC Medical Formula and Nutritionals Request Form or a prescription or hospital discharge papers that contain: the WIC Participant's first and last name, Date of Birth, a qualifying medical diagnosis, the name and type of the medical formula or medical nutritional, amount required per day, length of time prescribed in months, WIC authorized food restrictions (if applicable), the Network Provider's signature or signature stamp, contact information of the Network Provider who wrote the medical documentation, and the date the Network Provider signed the medical documentation.

Closed Loop Referrals. To the extent that the following does not (a) require modifications to the WIC Program's management information system by CDPH or its contractors, (b) require Agency to store confidential WIC Participant or WIC Applicant information as defined in 7 Code of Federal Regulations Section 246.26(d)(1)(i) in any database or management information system other than the one in use by CDPH, or (c) otherwise conflict with current or future statutes, regulations, or guidance for the WIC Program, by January 1, 2025, or as otherwise determined by DHCS, 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 DHCS ("APL") 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. Agency may include an individual WIC Applicant's or WIC Participant's information in a closed loop referral system only if the WIC Applicant, WIC Participant, or parent or guardian of a WIC Applicant or WIC Participant who is an Infant or Child signs a release authorizing the disclosure that complies with the requirements in 7 Code of Federal Regulations Section 246.26(d)(4) and federal guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCPs and Agency comply with the applicable provisions of closed loop

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

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 barriers Members face in accessing MCPs Covered Services and/or WIC Services at least quarterly.

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

b. Population Health Management. In order for MCPs to ensure Members have access to Medi-Cal for Kids and Teens benefits and perinatal services, MCPs must coordinate with Agency as necessary. MCPs must undertake such activities in accordance with the Medi-Cal Managed Care Contract, DHCS Population Health Management Program, and policy guidance,³ with a focus on high-risk populations such as Infants and Children with special needs and perinatal African Americans, Alaska Natives, and Pacific Islanders.

c. Maternity and Pediatric Care Coordination. MCPs must implement processes to coordinate WIC Participant care between Agency and Network Providers in primary care; in obstetrics-gynecology; in pediatric care settings, with Network Providers and hospitals where WIC Participants deliver; and for WIC Participants transitioning from inpatient deliveries to outpatient postpartum and pediatric care settings. Agency is prohibited from charging costs associated with performing these activities to the WIC Program except to the extent that the costs are permissible under applicable federal authorities and the terms and conditions of Agency's local agreement with CDPH.

i. MCPs must provide care management services for Members who are WIC Participants, as needed, including for high-risk pregnancies and Infants and Children with special needs, and engage Agency, as needed, in care management and care coordination.

ii. MCPs must ensure that its Network Providers arrange for the lactation services, or any relevant services outlined in applicable DHCS policy letters, and all lactation support requirements outlined in the Medi-Cal Managed Care Contract and Policy Letter 98-010, which includes breastfeeding promotion and counseling services as well as the provision of breast pumps and donor human milk for fragile Infants.

iii. Agency may advise MCPs when WIC Participants who are Members need lactation support services. MCPs must arrange for breastfeeding peer counseling services.

³ Ibid

iv. MCPs must assist Members, as necessary, with the referral process and relevant follow-up to ensure Members obtain medical formula from the appropriate source in a timely manner.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-specific concerns such as barriers or issues related to referrals for medical formulas, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCPs 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 MCPs obligations under the Medi-Cal Managed Care Contract and this MOU.

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

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

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

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

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, including but not limited to federal law governing the access, use, and disclosure of WIC Program information. Under federal law, confidential WIC Applicant and WIC Participant information is any information about a WIC Applicant or

WIC Participant, whether it is obtained from the WIC Applicant, WIC Participant, or another source, or generated as a result of a WIC application, or WIC certification, or participation, that individually identifies a WIC Applicant or WIC Participant and/or family member(s). WIC Applicant or WIC Participant information is confidential, regardless of the original source and exclusive of previously applicable confidentiality provided in accordance with other federal, State, or local law. (7 Code of Federal Regulations Section 246.26(d)(1)(i).) Agency's sharing of confidential WIC Applicant and WIC Participant information with MCPs must comply with 7 Code of Federal Regulations Section 246.26.

a. **Data Exchange.** MCPs must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. Agency is encouraged to share the necessary minimum information and data to facilitate referrals and coordinate care under this MOU. Agency must secure appropriate written consent from WIC Participants and WIC Applicants on a form approved by CDPH before exchanging confidential WIC Participant and WIC Applicant information with MCPs, and any exchange must comply with the requirements set forth in 7 Code of Federal Regulations Section 246.26(d)(4). The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements are to be shared as agreed upon by the Parties as set forth in Exhibit C of this MOU, contingent on the receipt of Members' appropriate written consent. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

b. The Parties must enact policies and procedures to implement the following requirements with regard to information sharing:

i. The Parties must collaborate to implement data linkages to streamline the referral process from MCPs or its Network Providers to Agency to reduce the administrative burden on Agency and to increase the number of Members enrolled in WIC.

ii. The data exchange process must consider how to facilitate the provision of the following information from MCPs or its Network Providers: proof of pregnancy, height and weight of Infants at birth, pregnant individual's pre-pregnancy height and weight, immunization history, wellness check information, social drivers of health information as agreed upon by the Parties, and any additional information agreed upon by the Parties.

iii. To the extent individual authorization is required, the Parties must obtain authorization to share and use information for the purposes contemplated in this MOU in a manner that complies with applicable laws and requirements.

c. **Interoperability.** MCPs must make available to Members their electronic health information held by MCPs pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCPs must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint

on MCPs website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

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. MCPs must, and Agency should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated.

b. Disputes between MCPs and Agency that cannot be resolved in a good faith attempt between the Parties within 15 Working Days of initiating such dispute must be forwarded by MCPs to DHCS and may be forwarded by Agency to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

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

13. Equal Treatment.

a. Pursuant to 7 Code of Federal Regulations Section 246.3(b) and Title VI, 42 United States Code Section 2000d, et seq., Agency 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 under the WIC Program. Nothing in this MOU is intended to benefit or prioritize Members over WIC Participants who are not Members.

b. Agency is prohibited from directing or recommending that an individual choose or refrain from choosing a specific MCPs, and MCPs is prohibited from directing or recommending that an individual choose or refrain from choosing a specific agency that provides WIC Services.

c. Agency is prohibited from making decisions intended to benefit or disadvantage a specific MCPs, and MCPs is prohibited from making decisions intended to benefit or disadvantage a specific agency that provides WIC Services.

14. General.

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

b. **Documentation Requirements.** MCPs 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, MCPs must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

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.

c. **Delegation.** MCPs 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, MCPs may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCPs obligations under this MOU. Agency may delegate its obligations under this MOU only to the extent permitted by applicable law and the local agency agreement with CDPH. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

d. **Annual Review.** MCPs 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. MCPs must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

e. **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, amended or modified in Agency's local agency agreement with CDPH, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

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

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

h. **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.

i. **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.

MCPs CEO or Responsible Person

Agency Director or Responsible Person

Blue Cross of California Partnership Plan, Inc.

The Resource Connection of Amador and Calaveras Counties, Inc.

Signature:  Digitally signed by Les Ybarra
Date: 2024.11.26 13:16:11 -08'00'

Signature:  Digitally signed by Sasha Kristoffersen

Date: 11/26/2024

Date: 11/26/2024 8:42 AM PST

Name: Les Ybarra
Title: President
Notice Address: 21215 Burbank Blvd.
Suite 100, Woodland Hills, CA 91367
Notice Electronic Delivery:

Name: Sasha Kristoffersen
Title: Chief Administrative Director,
WIC Program Director
Notice Address: 430 Sutter Hill Road
Sutter Creek, CA 95685
Notice Electronic Delivery:

Health Net Community Solutions, Inc.

Signature: 
Date: 11/27/2024

Name: Dorothy Seleski
Title: Senior Vice President, Medi-Cal Product
Notice Address: 21281 Burbank Blvd.
Woodland Hills, CA 91367
Notice Electronic Delivery:
Dorothy.M.Seleski@healthnet.com

Kaiser Foundation Health Plan, Inc.

Signature: 
Date: 12/17/2024 12:51 PM PST

Name: Celia Williams
Title: Executive Director,
Medicaid Care Delivery and Operations
Notice Address: 393 E. Walnut St.,
Pasadena CA 91188
Notice Electronic Delivery:
KPMOU@kp.org

Exhibits A and B.

MCPs-Agency Liaisons and Agency Liaisons as referenced in Sections 4.b and 5.b of this MOU

Exhibit A

MCP Liaisons

Liaisons	Blue Cross of California Partnership Plan, Inc.	Health Net Community Solutions, Inc.	Kaiser Foundation Health Plan, Inc.
MCP Responsible Person	Program Director	Manager, County Relations & MOU Compliance	Regional Director, MOU Implementation
MCP Agency Liaison	Program Manager	Service Coordination Liaison	MOU Coordinator

Exhibit B

Agency Liaisons

Liaisons	The Resource Connection
Responsible Person	Chief Administrative Director, WIC Program Director
Liaison	Chief Administrative Director, WIC Program Director

Exhibit C

Data Elements

- a. MCPs and Agency 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.
 - vii. (including Medi-Care ID, Medi-Care Beneficiary Identification (MBI), etc., if/as applicable)