

MEMORANDUM OF UNDERSTANDING

For

Regional Center

Between

Health Net Community Solutions, Inc.

Molina Healthcare

And

FRANK D LANTERMAN REGIONAL CENTER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by Health Net Community Solutions, Inc., Molina Healthcare, and Frank D Lanterman Regional Center ("Regional Center"), effective upon the date of last signature indicated on signature page ("Effective Date"). Health Net Community Solutions, Inc., and its Subcontractor, Molina Healthcare. Molina Healthcare is a licensed health plan in California that provides services to Medi-Cal enrollees in Los Angeles County. Molina Healthcare (Subcontractor) contracts with Health Net Community Solutions, Inc. to provide and arrange for network services. Molina Healthcare and Health Net ("HN"), (collectively referred to as "the Health Plan"), (each a "Party" and collectively, "the Parties")

- A. WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and Regional Center; and
- B. WHEREAS, MCP, Plan Partners and Regional Center shall be referred herein as a "Party" and collectively as "Parties" to this MOU;
- C. WHEREAS, the Parties desire to ensure that Members receive Regional Center services in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of care coordination provided.

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

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.
 - a. **"MCP/Plan Responsible Person"** means the person designated by MCP/Plan to oversee MCP and Plan coordination and communication with Regional Center and ensure MCP/Plan's compliance with this MOU as described in Section 4 of this MOU.
 - b. **"MCP/Plan-Regional Center Liaison"** means MCP and Plan's designated point of contact responsible for acting as the liaison between MCP/Plan and Regional Center as described in Section 4 of this MOU. The MCP/Plan-Regional Center 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/Plan Responsible Person and/or MCP/Plan

compliance officer as appropriate.

- c. **“Regional Center Responsible Person”** means the person designated by Regional Center to oversee coordination and communication with MCP/Plan and ensure Regional Center’s compliance with this MOU as described in Section 5 of this MOU.
- d. **“Regional Center Liaison”** means Regional Center’s designated point of contact responsible for acting as the liaison between MCP/Plan and Regional Center as described in Section 5 of this MOU. The Regional Center 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 Regional Center Responsible Person as appropriate.

For purposes of RC, any references to “Policies and Procedures” shall be deemed to mean “Processes and Procedures”.

2. Term and Termination.

- a. This MOU is in effect as of the last date of signature indicated on the signature page, also referred to as full execution date (“Effective Date”) and continues for a term of five (5) years (“Initial Term”), with option to extend additional five (5) years (“Renewal Term”), unless terminated subject to the provision below or as amended in accordance with Section 14.f of this MOU.
- b. At least one hundred eighty (180) Calendar Days prior to the expiration of the Initial Term of this MOU, the Parties agree to meet and review the existing MOU terms and conditions, as may be amended in accordance with Section 14.f of this MOU, to determine whether to renew the MOU with no further action by all Parties; amend this MOU; or for Parties to enter into a new/replacement MOU.
- c. The Initial Term and any applicable Renewal Term are collectively referenced herein as “Term”, unless terminated subject to the provision below.
- d. Notwithstanding the above, either Party may terminate this MOU with or without cause upon thirty (30) Calendar Days written notice to the other Party.

3. Services Covered by This MOU. This MOU governs the coordination of services between Regional Center and MCP/Plan for Members who are or may be served by Regional Center.

4. MCP/Plan Obligations.

- a. **Provision of Covered Services.** MCP/Plan are responsible for coordinating care for Members provided by MCP/Plan’s Network Providers and other providers of carve-out programs, services, and benefits as well as authorizing Medically Necessary

Covered Services as outlined in DHCS All-Plan Letter ("APL") 23-010 or any subsequent version of the APL. MCP/Plan must comply with all requirements set forth in APL 23-023 or any subsequent version of the APL.

- b. **Oversight Responsibility.** The Program Manager, County Programs, MOU Compliance and the Manager of Pediatric Case Management designated MCP/Plan Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP/Plan's compliance with this MOU. The MCP/Plan Responsible Person must:
- i. Meet at least quarterly with Regional Center, as required by Section 9 of this MOU;
 - ii. Report on MCP/Plan's compliance with the MOU to each respective compliance officer no less frequently than quarterly. MCP/Plan's compliance officer is responsible for MOU compliance oversight reports as part of each organization's compliance program and must address any compliance deficiencies in accordance with respective program policies;
 - iii. Ensure there is sufficient staff at MCP/Plan to support compliance with and management of this MOU;
 - iv. Ensure the appropriate levels of MCP/Plan 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 Regional Center are invited to participate in the MOU engagements, as appropriate;
 - v. Ensure training and education regarding MOU provisions are conducted annually for MCP/Plan's employees responsible for carrying out activities under this MOU, and as applicable for Downstream Subcontractors, and Network Providers; and;
 - vi. Serve, or may designate a person at MCP/Plan to serve, as the MCP/Plan-Regional Center Liaison, the point of contact and liaison with Regional Center. The MCP/Plan-Regional Center Liaison is listed in Exhibit A of this MOU. MCP/Plan must notify Regional Center of any changes to the MCP/Plan-Regional Center Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five (5) Working Days of the change. The MCP/Plan-Regional Center Liaison functions may be assigned to the MCP/Plan's -Long Term Services and Supports ("LTSS") liaison as long as the MCP-LTSS Liaison meets the training requirements and have the expertise to work with Regional Center, in accordance with APL 23-004 or any subsequent version of the APL and Section 6 of this MOU.
- c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. Regional Center Obligations.

- a. **Provision of Services.** Regional Center is responsible for services provided or made available by Regional Center. Regional Center must:
 - i. Determine eligibility for and authorize services arranged for or provided by Regional Center through the member's individualized planning process ("IPP") that are not covered by MCP and in accordance with RC regulations/ RC processes / the Lanterman Act.
 - ii. Provide case management and care coordination services for the provision of, or related to, Regional Center services;
 - iii. Develop, purchase, and coordinate the necessary services in each Member's Individualized Program Plan ("IPP") in accordance with the requirements set forth in the Lanterman Developmental Disabilities Services Act;
 - iv. Comply with requirements set forth in the CalAIM Regional Center Directive or any subsequent Regional Center Directives; and
 - v. Provide case management and care coordination services to eligible Members *on an as needed basis* to assist those Members in maintaining their connection to and communication with MCP/Plan and/or MCP/Plan's Network Providers as needed.
- b. **Oversight Responsibility.** The Director of Clinical Services, the designated Regional Center Responsible Person listed in Exhibit B of this MOU, is responsible for overseeing Regional Center's compliance with this MOU. The Regional Center Responsible Person serves, or may designate a person to serve, as the designated Regional Center Liaison, the point of contact and liaison with MCP/Plan. The Regional Center Liaison may also be a Regional Center care coordinator. The Regional Center Liaison is listed in Exhibit B of this MOU. Regional Center must notify MCP/Plan of changes to the Regional Center Liaison as soon as reasonably practical but no later than the date of change.
 - *The Regional Center Responsible Person will support compliance with and management of this MOU.*
 - *Regional Center has processes in place supporting the mechanisms to address barriers to care coordination.*

6. Training and Education.

- a. To ensure compliance with this MOU, MCP/Plan must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP/Plan's Network Providers and Downstream Subcontractors who assist

MCP/Plan with carrying out MCP/Plan's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU, including those set forth in APL 23-023 or any subsequent version of the APL. For persons or entities performing these responsibilities as of the Effective Date, MCP/Plan must provide this training within *sixty (60) Working Days* of the Effective Date. Thereafter, MCP/Plan must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP/Plan must require its Downstream Subcontractors to provide training on relevant MOU requirements and Regional Center programs and services to its Network Providers.

- b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP/Plan must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by Regional Center.
- c. MCP/Plan must provide Regional Center, Members, and Network Providers with training and/or educational materials on how MCP/Plan's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.
- d. MCP/Plan, in collaboration with Regional Center, must ensure that the MCP/Plan-Regional Center Liaison is sufficiently trained on Regional Center care coordination, assessments, and referral processes.
- *The Parties may develop and/or share outreach communication materials to share resources about MCP/Plan and Regional Center with individuals who may be eligible for MCP/Plan's Covered Services and/or Regional Center programs.*
- *MCP/Plan Regional Center Liaison will provide training and educational materials on MCP/Plan's Covered Services to support Regional Center in assisting Members with accessing MCP/Plan's Covered Services.*

7. Referrals.

- a. **Referral Process.** MCP will develop the policies and procedures in collaboration with Regional Center that ensure Members are referred to the appropriate Regional Center program and/or services. RC shall review such MCP/Plan's policies and procedures to serve as basis in developing their own processes and procedures for purposes of this MOU.
- b. MCP/Plan will facilitate referrals to Regional Center for Members who may potentially be eligible for Regional Center services. The Regional Center has procedures in place for determining if those referrals are eligible for Regional Center Services. Referrals accepted by the Regional Center are in accordance with RC regulations/

RC processes/ the Lanterman Act, MCP/Plan will refer Members using a patient-centered, shared decision-making process in collaboration with the Regional Center.

- c. MCP/Plan will implement policies and procedures to identify Members who are potentially eligible to receive services provided or arranged for by Regional Center and refer such Members to Regional Center. MCP/Plan is encouraged to develop these policies and procedures in collaboration with Regional Center.
- d. MCP/Plan will notify Regional Center of Members identified as potentially eligible for Regional Center services.
- e. On as needed basis, Regional Center is encouraged to notify MCP/Plan of Members identified as potentially eligible for MCP/Plan Covered Services. Regional Center is encouraged to use this information to refer Members for Covered Services as appropriate.
- f. Regional Center will refer Members under age 21, regardless of diagnosis, to MCP/Plan when MCP/Plan Covered services are indicative for MCP/Plan to evaluate for Medically Necessary Covered Services, including services using the Early Periodic Screening, Diagnostic, and Treatment medical necessity criteria.
- g. The Regional Center may refer Members to MCP/Plan for MCP/Plan's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"), if applicable. This MOU does not govern Regional Center's provision of Covered Services, Community Support Services or Case Management Services. ECM services shall be governed by both the ECM Policy Guide and any specific contract between the ECM Provider (in this case, if applicable, Regional Center) and MCP/Plan.

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8. Care Coordination and Collaboration.

- a. **Care Coordination.** The Parties will 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 will collaborate to identify and resolve issues involving timely and appropriate access to, and coordination of, care, including those issues that may delay or prevent Member access to timely and appropriate benefits and services.
- c. MCP/Plan will provide Regional Center with information about Members' Primary Care Provider ("PCP") assignment to support care coordination.

- d. MCP/Plan will have policies and procedures in place to maintain collaboration with Regional Center and to identify strategies to monitor and assess the effectiveness of this MOU. MCP/Plan's policies and procedures may include:
 - i. Processes for coordinating with Regional Center that ensure Members do not receive duplicative services through ECM, CCM, Community Supports, and other services;
 - ii. MCP/Plan will track Members receiving services provided or arranged for by Regional Center and continue coordinating services with Regional Center for Members, as necessary, using data provided by Regional Center as set forth in Section 11 of this MOU; and
 - iii. Processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP/Plan while Members receive services provided or arranged for by Regional Center.
- e. MCP/Plan will coordinate with Intermediate Care Facilities for the Developmentally Disabled ("ICF/DD") homes, Intermediate Care Facilities for the Developmentally Disabled-Habilitative homes, and Intermediate Care Facilities for the Developmentally Disabled-Nursing to ensure Members who are individuals with developmental disabilities receive all Medically Necessary Covered Services in accordance with APL 23-023 or any subsequent version of the APL.
- f. MCP/Plan will ensure Members in need of ICF/DD home services are placed in a health care facility that provides the level of care most appropriate for the Members' medical needs, as outlined in the Medi-Cal Managed Care Contract. MCP/Plan must ensure ICF/DD home services that a Member needs, as determined by the Member's choice of living arrangement and documented by the Member's assigned Regional Center and services and supports provider(s), are authorized.
- g. When requested by a Member and their legal representative, MCP/Plan will be available to assist Regional Center in the development of the Individual Family Service Plan ("IFSP") or IPP required for Members served by Regional Center, including the identification of all Covered Services such as medical care services, nonemergency transportation services, and Medically Necessary outpatient mental health services.
- h. MCP/Plan will coordinate with ICF/DD homes to ensure Members receive Nonemergency Medical Transportation and Nonmedical Transportation services as needed.
- i. On as needed basis, MCP/Plan will coordinate care and address coverage needs for Members who are dually Medicare and Medi-Cal covered, or who have other health

care coverage regardless of payer source.

9. Quarterly Meetings.

- a. The Parties will meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.
- b. Within thirty (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 the obligations under the Medi-Cal Managed Care Contract and this MOU.
- c. MCP will invite the Regional Center Responsible Person and appropriate Regional Center program executives to participate in MCP/Plan 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 and Network Providers should be permitted to participate in these meetings, as appropriate.
- d. MCP will report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.
- e. **Local Representation.** MCP/Plan must participate, as appropriate, in meetings or engagements to which MCP/Plan are invited by Regional Center, such as local county meetings, local community forums, and Regional Center engagements, to collaborate with Regional Center in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must agree to streamline appropriate referral process to ensure members have access to quality services and their care is coordinated. Collaboration related to quality improvements strategies will be addressed during MCP/Plan and Regional Center quarterly meetings. MCP/Plan must document these QI activities in its policies and procedures. The Parties will work together to create 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. Collaboration related to quality improvements strategies will be addressed during MCP/Plan and Regional Center quarterly meetings. MCP/Plan must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties will implement policies and procedures to ensure that when collaborating on cases, 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. In the aforementioned cases, the Parties will secure signed consent to share information from the parent, guardian, adult client, or legal authorized representative and share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

- a. **Data Exchange.** MCP/Plan will, and Regional Center is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties will collaboratively develop policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.
 - i. MCP/Plan will coordinate with Regional Center to receive data and information collected by Regional Center regarding Regional Center services to enable more accurate and precise measurements of health risks and disparities within MCP/Plan's Member population, as required by the CalAIM Population Health Management Policy Guide.¹
 - ii. MCP/Plan will facilitate exchange of medical information between a Member's PCP and Regional Center.
 - iii. MCP/Plan will share the following information with Regional Center within fifteen (15) Working Days of receipt of request from Regional Center.
 - 1. The Member's California Department of Education Screening;
 - 2. The Member's current treatment plan, as well as the treatment plans for the past six months
 - 3. The Member's assessment or comprehensive diagnostic evaluation.
 - 4. The Member's behavioral-analytic assessment;
 - 5. The Member's IFSP/Individualized Education Plan;
 - 6. Whether the Member is currently receiving treatment;
 - 7. The length of such treatment (i.e., the start date of treatment to the current date);
 - 8. The current and past providers of the Member's treatment, including, but not

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

- limited to, Behavioral Health Treatment ("BHT") and occupational, physical, and speech therapy;
9. The Member's current medical records; and
 10. The Member's signed authorization for release of information to exchange information as required by law.
- iv. Regional Center will provide MCP/Plan with Member information regarding BHT and other services for those Members for whom Regional Center has such data available to ensure appropriate care coordination, and only if signed release form is available, including, but not limited to:
1. Comprehensive diagnostic evaluation;
 2. Assessment/report for Regional Center services;
 3. Treatment plan(s);
 4. Utilization data;
 5. Functional Behavioral Assessment as well as prior assessments;
 6. Confirmation of whether the Member is receiving services as well as current treatment plans, including the plans for the past six months;
 7. Development assessment for the Early Start Program;
 8. IFSP and IPP information; and
 9. Treatment information, including length of treatment, associated treatment reports and recommendations, progress notes, the Member's providers (current and past), the Member's signed authorization for release of information to exchange information (obtained by the provider conducting assessment and treatment), any current Regional Center Annual Review Report and the most recent Regional Center psychological evaluation, and known changes in the Member's condition that may adversely impact the Member's health and/or welfare.
- v. MCP/Plan will, and Regional Center is encouraged to, share information necessary to facilitate referrals as described in Section 7 of this MOU and provide ongoing care coordination as described in Section 8 of this MOU. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually.
- vi. MCP/Plan will implement policies and procedures to utilize Regional Center data to track Members receiving Regional Center services and provide ongoing care coordination to ensure Members and Regional Center can access available services.
- vii. MCP/Plan must share with Regional Center information that is necessary for the Regional Center Liaison to identify which Members are also receiving ECM and/or Community Supports, to assist Members with accessing all available services.

b. **Interoperability.** MCP/Plan must make available to Members their electronic health

information held by MCP/Plan 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/Plan must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP/Plan's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

- c. **Disaster and Emergency Preparedness.** *The Parties have developed their own separate policies and procedures to mitigate the effects of natural, man-made, or war-caused disasters involving emergency situations and/or broad health care surge events greatly impacting the Parties' health care delivery system to ensure the continued coordination and delivery of Regional Center programs and services.*

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/Plan must, and Regional Center should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within thirty (30) *Working Days* of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.
- b. Disputes between MCP/Plan and Regional Center that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP/Plan to DHCS and may be reported by Regional Center to the California Department of Developmental Services. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to all 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, and/or federal law.

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

14. General.

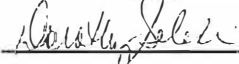
- a. **MOU Posting.** MCP must post this executed MOU on its website.
- b. **Documentation Requirements.** MCP/Plan must retain all documents demonstrating compliance with this MOU for at least ten (10) years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within ten (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/Plan may enter into Downstream Subcontractor Agreements or Network Provider Agreements that relate directly or indirectly to the performance of MCP/Plan's obligations under this MOU. Other than in these circumstances, MCP/Plan cannot delegate the obligations and duties contained in this MOU.
- e. **Annual Review.** MCP/Plan 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 Regional Center and MCP/Plan other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither Regional Center nor MCP/Plan, 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 on the date and year written below.

Health Net Community Solutions, Inc.

Signature: 
Name: Dorothy Seleski
Title: Medi-Cal President
Date: 07/03/2025
Notice Address:
21281 Burbank Blvd Woodland Hills, CA 91367
Attention: Dorothy Seleski, Medi-Cal President


PLAN PARTNERS / SUB-CONTRACTORS

Molina Healthcare

Signature: 
Name: Abbie A. Totten
Title: MHC Plan President
Date: 7/7/2025
Notice Address:
200 Oceangate Long Beach, CA 90802
Attention: Abbie Totten, Plan President

REGIONAL CENTER

FRANK D LANTERMAN REGIONAL CENTER

Signature: 
Name: Srbui Ovsepyan
Title: Executive Director
Date: 7/11/2025
Notice Address:
3303 Wilshire Blvd. First Floor, Los Angeles, CA 90010
ATTN: Srbui Ovsepyan, Executive Director

EXHIBITS A AND B

TO

MEMORANDUM OF UNDERSTANDING

RESPONSIBLE PERSON /LIAISON

The list below identifies the MCP/Plan and Regional Center Liaisons and Responsible Persons as referenced in the aforementioned sections of this MOU.

	Health Net Community Solutions, Inc, (MCP)	Molina Healthcare (PLAN)	FRANK D LANTERMAN REGIONAL CENTER (REGIONAL CENTER)
Responsible Person	Program Manager, County Programs, MOU Compliance	Manager of Pediatric Case Management	Director of Clinical Services
Liaison	Community Liaison	Director of Healthcare Services	Health Care Support Specialist.

EXHIBIT C

TO

MEMORANDUM OF UNDERSTANDING

DATA EXCHANGE AND INFORMATION

- A. *The Parties agree to exchange the minimum necessary data and information, as applicable, to facilitate referrals and coordinate care to members. This data exchange may include but not limited to essential information listed below to support the timely, accurate, and efficient management of Member care and services under this MOU only when a signed release form is available.*
- i. *Member demographic information;*
 - ii. *Behavioral and physical health information;*
 - iii. *Diagnoses, treatment and assessments;*
- B. *The Parties further agree to work collaboratively to explore the establishment of a more comprehensive data-sharing arrangement in the future, which may include additional data elements necessary to enhance Member care coordination (e.g., closed referrals), improve outcomes, and support other shared objectives.*

