

# MEMORANDUM OF UNDERSTANDING

## FOR THE COORDINATION OF THE TARGETED CASE MANAGEMENT PROGRAM BETWEEN THE CITY OF LONG BEACH TARGETED CASE MANAGEMENT PROGRAM AND MEDI-CAL MANAGED CARE HEALTH PLAN: Local Initiative Health Authority for L.A. County DBA; L.A. Care Health Plan 34348

### 1. BACKGROUND

Targeted Case Management (TCM) consists of comprehensive case management services that assist clients within a specified target population to gain access to needed medical, social, educational and other services. TCM services ensure that the changing needs of the client are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. The City of Long Beach Targeted Case Management Program (“TCM Program”) serves the needs of adults and children residing in Long Beach who qualify for TCM. Both Local Initiative Health Authority for L.A. County DBA; L.A. Care Health Plan (“L.A. Care”) case management and City of Long Beach (“City”) TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services across all providers and care settings that are not duplicated.

California’s “Bridge to Reform”, Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal Managed Care Expansion requires Health Plan responsibility for broader care coordination and case management services for beneficiaries. This includes coordination and referral of resources for client social support issues.

In order to implement a collaborative approach and to offer the broadest care possible to clients/members, L.A. Care as the managed care plan for Los Angeles County is required to enter into a Memorandum of Understanding (MOU) with the City of Long Beach TCM Program.

This MOU defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services.

### 2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to ensure there is no duplication of services between the City of Long Beach (City) TCM program and the Managed Care Health Plan (L.A. Care) for Medi-Cal beneficiaries. This MOU outlines the responsibilities to which all parties to this MOU agree to adhere by abiding to the policies and procedures set forth herein that support coordination and non-duplication of services.

### 3. CASE MANAGEMENT

3.1 While both City and L.A. Care provide case management, there is a distinction between case management provided by City’s TCM program and by L.A. Care. L.A. Care primarily focuses on member medical needs in providing case management as the primary provider of client medical care. This may include management of acute or chronic illness.

3.2 In contrast, the City's TCM program focuses on case management for the whole client, including referring clients to needed medical, mental health, educational, social and other service providers to address their comprehensive, yet unmet needs as appropriate. However, the City TCM program is not a provider of medical services and does not include the provision of direct medical or other services.

TCM services, as defined in Title 42 CFR Section 440.169, include the following four service components:

- a. Assessment and Periodic Reassessment.
- b. Development of Specific Care Plan.
- c. Referral and Related Activities.
- d. Monitoring and Follow-Up Activities.

The four service component requirement applies to both the City TCM Program and L.A. Care case management. TCM services do not include the direct delivery of underlying medical, social, educational, or other services to which an individual has been referred.

The claimable unit of TCM service is the provision of one of these four service components in a face-to-face encounter with the client.

#### **4. PARTIES AND ROLES TO THE MOU**

##### **Local Government Agency (LGA)**

City of Long Beach Department of Health and Human Services

##### **Managed Care Health Plan:**

Local Initiative Health Authority for L.A. County DBA; L.A. Care Health Plan

##### ***Local Initiative Health Authority for L.A. County DBA; L.A. Care Health Plan***

L.A. Care will partner with City's TCM Program to ensure that members receive the appropriate level of case management services. The collaborative process will ensure that there is no duplication of services.

- A. L.A. Care will oversee the delivery of primary health care and related care coordination. L.A. Care is responsible of providing all medically necessary health care identified in the care plan including medical education that the member may need as well as any necessary medical referral authorizations. Case management for member medical issues and linkages to L.A. Care covered health services will be the responsibility of L.A. Care.
- B. L.A. Care will provide members with linkage and care coordination for any necessary social support needs identified by L.A. Care that do not need medical case management.

## ***City TCM Program***

City TCM Program will provide TCM services for medical, social, educational, and other services to clients needing case management. For client medical issues needing case management, the TCM Program will refer L.A. Care members with open TCM cases to L.A. Care for medical case management.

The City will provide L.A. Care with a list of the TCM target populations in which City participates, on an annual basis.

## **5. TERMS OF AGREEMENT**

5.1 The effective date of this memorandum shall be the date the MOU is signed by both L.A. Care and City, and this MOU shall continue in full force and effect until July 1, 2020, unless terminated sooner as provided in this Section 5.1. The MOU shall then continue to be automatically renewed on a yearly basis without action by either party, unless terminated earlier as provided herein. Either party may, at any time, terminate this MOU for any reason or no reason by giving at least thirty (30) calendar days prior written notice to the other party.

5.2 This MOU may be amended by mutual written consent of all parties.

5.3 There shall be no monetary obligation hereunder between L.A. Care and the City or by City to any other person or entity regarding TCM provided under this MOU.

5.4 This MOU is intended to define the working relationships among L.A. Care and the City for the TCM Program. It is not intended to modify, alter, or replace any separate agreements among the parties.

## **6. TCM STATE PLAN AMENDMENT (SPA) DEFINITION**

(42 CFR 440.169) Targeted case management services are defined as services furnished to assist individuals, eligible under the State plan, in gaining access to needed medical, social, educational and other services. The TCM Program includes the following assistance:

6.1 Comprehensive assessment and periodic reassessment of individual client needs, to determine the need for any medical, social, educational or other services. These assessment activities include:

- Taking client history;
- Identifying the client's needs and completing related documentation; and
- Gathering information from other sources such as family members, medical providers, social workers, and educators (if necessary), to form a complete assessment of the eligible client.

6.2 Assessment and/or periodic reassessment to be conducted at a minimum of once every 6 months to determine if a client's needs, conditions, and/or preferences have changed.

6.3 Development (and periodic revision) of a specific care plan that is based on the information collected through the assessment that:

- Specifies the goals and actions to address the medical, social, educational, and other services needed by the client;
  - Includes activities such as ensuring the active participation of the eligible client and working with the client (or the authorized health care decision maker) and others to develop those goals; and
  - Identifies a course of action to respond to the assessed needs of the eligible client.
- 6.4 Referral and related activities (such as scheduling appointments for the client) to help them obtain needed services including activities that help link the client with medical, social, educational, and other providers.
- 6.5. Monitoring and follow-up activities:  
 Activities and contacts that are necessary to ensure the care plan is implemented and adequately addresses the eligible client’s needs. This may involve the client, individual, family members, services providers, or other entities or individuals, and should be conducted as frequently as necessary with at least one annual monitoring to determine whether the following conditions are met:
- Services are being furnished in accordance with the client’s care plan;
  - Services in the care plan are adequate; and
  - Changes in the needs or status of the client are reflected in the care plan.
- Monitoring and follow-up activities include making necessary adjustments in the care plan and service arrangements with providers.
- 6.6 Periodic Reviews will be completed at least every six months. These activities may be conducted as specified in the care plan or as frequently as necessary to ensure execution of the care plan.
- 6.7 Monitoring does not include ongoing evaluation or check-in of a client when all care plan goals have been met.

**7. RESPONSIBILITIES OF THE PARTIES**

CATEGORY	CITY OF LONG BEACH TARGETED CASE MANAGEMENT (TCM)	L.A. CARE HEALTH PLAN MANAGED CARE HEALTH PLAN (L.A. CARE)
<b>LIAISON(S)</b>	Designate TCM Liaison(s) for respective programs as point of contact for L.A. Care to address referral and coordination related activities.	Designate L.A. Care liaison(s) as point of contact for the TCM Program to address referral and coordination related activities.
<b>CLIENT IDENTIFICATION</b>	City TCM will query all TCM clients to determine their health plan assignment (Health Net or LA Care) for their primary medical care. City will request access to client managed care status and provider information via existing DHCS provider eligibility information access systems (MEDS).	L.A. Care will notify the member’s Primary Care Provider (PCP) and/or any Case Manager that the member is receiving TCM services along with the appropriate City TCM contact information. L.A. Care will notify City TCM Program liaison when a TCM client is receiving complex medical case management

		from L.A. Care.
<b>COORDINATION</b>	<ul style="list-style-type: none"> <li>a. City will share client/member care plans with L.A. Care upon request for L.A. Care members with open TCM cases.</li> <li>b. City will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</li> <li>c. City will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with L.A. Care.</li> <li>d. For any client/member with an open TCM case needing medical case management, City will communicate at least once every six months with L.A. Care to ensure that the client/member is receiving the appropriate level of care.</li> <li>e. The coordination between L.A. Care and City will include, at a minimum, all medical issues and all social support related issues identified by City and/or L.A. Care.</li> <li>f. City will pursue obtaining HIPAA consents from TCM clients to allow the sharing of medical information with L.A. Care.</li> </ul>	<ul style="list-style-type: none"> <li>a. L.A. Care will share client/member care plans with City for L.A. Care members with open TCM cases.</li> <li>b. L.A. Care will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</li> <li>c. L.A. Care will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with City.</li> <li>d. For any client with an open TCM case needing medical case management, L.A. Care will communicate at least once every six months with City to ensure that the client/member is receiving the appropriate level of care.</li> <li>e. The coordination between City and L.A. Care will include, at a minimum, all medical issues and all social support related issues identified by L.A. Care and/or City.</li> <li>f. L.A. Care will pursue obtaining HIPAA consents from L.A. Care clients to allow the sharing of medical information with City.</li> </ul>
<b>ASSESSMENT AND CARE PLAN PROTOCOL</b>	<ul style="list-style-type: none"> <li>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients who require services to assist them</li> </ul>	<ul style="list-style-type: none"> <li>a. L.A. Care will provide health assessments and care plans for all members as needed.</li> <li>b. L.A. Care will assess</li> </ul>

	<p>in gaining access to needed medical, social, educational, or other services.</p> <p>b. City will be responsible for conducting all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, social, educational, or other service. This includes the required semi-annual reassessments.</p> <p>c. City will share TCM care plans with L.A. Care if requested by L.A. Care.</p> <p>d. The City TCM care plan will specify the goals for providing TCM services to the eligible individual, and the services and actions necessary to address the client's medical, social, educational, or other service needs based on the assessment.</p> <p>e. All clients with open TCM cases will be referred to L.A. Care by the TCM Case Manager if the client is in need of L.A. Care case management for medical issues.</p> <p>f. The TCM assessment extends further than the L.A. Care assessment as it includes all medical, social, educational and any non-medical aspects of case management, including those social support issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the</p>	<p>member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</p> <p>c. L.A. Care will be responsible for the development and revision of member care plans related to all assessed client medical needs and services related to the medical diagnosis as needed.</p> <p>d. L.A. Care will share care plan information with City as necessary to coordinate member medical issues. In addition, L A.Care will share care plans if requested by City.</p> <p>e. L.A. Care's Case Manager, when assigned, will communicate with the appropriate City contact to discuss client needs and/or coordinate as deemed necessary by either the L.A. Care Case Manager or the City TCM Case Manager.</p>
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	<p>successful implementation of the L.A. CARE care plan.</p> <p>g. The City TCM Program will accept referrals of L.A. Care clients based on the TCM Program's capacity. A referral does not guarantee enrollment into the City TCM Program.</p>	
<p><b>COORDINATION OF CARE BETWEEN TCM AND L.A. CARE</b></p>	<p>a. The City TCM Case Manager will coordinate with L.A. Care when:</p> <ul style="list-style-type: none"> <li>• The case manager has identified that the client/member receives complex case management from L.A. Care, and the City TCM Case Manager assesses that the client/member is not medically stable.</li> <li>• The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other L.A. Care professional.</li> <li>• The TCM Case Manager assesses that the client may have an acute or chronic medical issue, and is not medically stable.</li> <li>• The TCM Case Manager assesses that the client's medical needs require L.A. Care case management.</li> </ul>	<p>a. The L.A. Care Case Manager will coordinate with City TCM Case Manager when:</p> <ul style="list-style-type: none"> <li>- L.A. Care has identified that the client/member receives TCM services, and the L.A. Care Case Manager assesses that the client/member is not medically stable.</li> <li>- The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a TCM Case Manager or other professional.</li> <li>- The L.A. Care Case Manager assesses that the client's medical needs require TCM case management.</li> <li>- The L.A. Care Case Manager assesses that the client may have social support issues that may impede the implementation of the L.A. Care care plan.</li> </ul> <p>b. L.A. Care will work together with the City TCM Case Manager to determine what coordination options are appropriate for the client's level of need.</p> <p>c. L.A. Care will provide any corresponding documentation to the TCM Case Manager.</p> <p>d. The L.A. Care Case Manager</p>

	<ul style="list-style-type: none"> <li>• The TCM Case Manager assesses that the client may have social support issues that may impede the implementation of the L.A. Care care plan.</li> </ul> <p>b. City TCM Case Manager will determine what coordination options are appropriate for the client's level of need in order to provide the same level of coordination with L.A. Care.</p> <p>c. City TCM Case Manager will also provide any corresponding documentation to the L.A. Care Case Manager.</p> <p>d. The City TCM Case Manager will obtain and review the client/member L.A. Care care plan.</p> <p>e. The City TCM Case Manager will contact the L.A. Care Case Manager to discuss the client/member medical issues and/or related social support issues.</p> <p>f. The City TCM Case Manager will notify L.A. Care via an agreed medium (e.g., specific form, email to L.A. Care), that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the L.A. Care care plan.</p> <p>g. The City TCM Case Manager will provide all necessary assessments, and</p>	<p>will obtain and review the client/member TCM care plan.</p> <p>e. The L.A. Care Case Manager will contact the TCM Case Manager to discuss the client/member medical issues and/or related social support issues.</p> <p>f. The L.A. Care Case Manager will notify City TCM Case Manager via an agreed medium (e.g., specific form, email to L.A. Care), that the client/member is receiving L.A. Care services and has identified a social support issues(s) that may impede the implementation of the L.A. Care care plan.</p> <p>g. The L.A. Care Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to TCM Case Manager as soon as possible to address the client's/member's immediate medical need.</p>
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	care plans, medical or otherwise, to L.A. Care as soon as possible to address the client's/member's immediate medical need.	
<b>PROVIDER TRAINING</b>	a. The City TCM staff will provide training to L.A. Care's staff as requested and within the capacity of TCM staff to accommodate training requests.	a. L.A. Care will provide training to TCM staff as requested and within the capacity of their staff to accommodate the training request.
<b>REFERRAL, FOLLOW UP AND MONITORING PROTOCOL</b>	<p>a. City TCM Case Managers will provide referral, follow-up, and monitoring services to help members obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses the client's needs per Title 42 CFR Section 440.169.</p> <p>b. The TCM Case Manager will refer the client to services and related activities that help link the individual with medical, social, educational, or other service providers. The TCM Case Manager will also link the client to other programs deemed necessary, and provide follow-up and monitoring as appropriate.</p> <p>c. The TCM Case Manager will contact L.A. Care directly as needed to ensure the L.A. Care Case Manager or PCP is aware of the client/member, and the client/member is receiving the proper care.</p> <p>d. The above procedures must be</p>	<p>a. L.A. Care will refer members for the following services in executing their responsibilities to members for the delivery of primary health care and related care coordination:</p> <ul style="list-style-type: none"> <li>• Medical services</li> <li>• Non-medical services</li> <li>• Basic Social support needs</li> </ul> <p>b. L.A. Care will provide referrals for basic social support needs when an intensive level of case management is not needed, and does not require follow-up or monitoring.</p> <p>Examples include:</p> <ol style="list-style-type: none"> <li>1) Member seen by a L.A. Care Case Manager and the member needs directions to the local Food Bank</li> <li>2) L.A. Care Case Manager provides a member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services.</li> </ol> <p>c. L.A. Care will refer members</p>

	<p>followed by City unless the client has an urgent medical situation needing immediate case management intervention.</p> <p>e. The TCM Case Manager shall provide all necessary referrals as appropriate, medical or otherwise, to L.A. Care as soon as possible to address the client's/member's immediate medical need.</p> <p>f. TCM Case Managers will refer client to L.A. Care for all medically necessary services, and authorization for any out-of-network medical services.</p> <p>g. TCM Case Manager will refer client to L.A. Care when a medical need develops or escalates after a L.A. Care assessment and notification of any related medically necessary support issues.</p> <p>h. TCM Case Manager will refer clients to L.A. Care when the client needs assistance with medical related services, e.g., scheduling appointments with L.A. Care; and delays in receiving authorization for specialty health services.</p> <p>i. If the City determines that the client needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the member was referred as well as all other case management needs and develop a care plan as described in the</p>	<p>to City for TCM services when the individual falls into one of the identified target populations, has undergone a L.A. Care case management assessment, and meets any of the following criteria:</p> <ul style="list-style-type: none"> <li>• Member is determined to be in need of case management services for non-medical needs.</li> <li>• L.A. Care has determined that the member has demonstrated an on-going inability to access L.A. Care services.</li> <li>• L.A. Care has determined that member would benefit from TCM face-to-face case management.</li> <li>• L.A. Care has concerns that the member has an inadequate support system for medical care.</li> <li>• L.A. Care has concerns that the member may have a life skill, social support, or an environmental issue affecting the member's health and/or successful implementation of the L.A. Care care plan.</li> </ul> <p>d. L.A. Care shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made.</p> <p>e. Referral does not automatically confirm enrollment into a TCM program. Prior to the referral for TCM, L.A.</p>
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	<p>“Assessment and Care Plan Protocol” section.</p> <ul style="list-style-type: none"> <li>j. The TCM Case Manager will provide linkage and referrals as needed, and will monitor and follow-up as appropriate.</li> <li>k. City TCM Program may obtain and review L.A. Care’s client care plan to assist in assessing the referred issue.</li> <li>l. The TCM client case shall remain open until the issue referred by L.A. Care has been resolved, and no other TCM service is determined to be necessary by City. If the client is uncooperative or becomes lost to follow-up, the case will be closed by the TCM Case Manager.</li> <li>m. City TCM Case Manager will notify L.A. Care when the referred issues have been resolved.</li> <li>n. Referral does not automatically confirm enrollment into a TCM program.</li> </ul>	<p>CARE will identify the social, educational, and/or other non-medical issues the member has that require case management.</p> <ul style="list-style-type: none"> <li>f. . When L.A. Care refers a member to City for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either L.A. Care or the TCM Case Manager deems necessary, but no less than quarterly.</li> </ul>
<p><b>COMMUNICATION</b></p>	<p>The City TCM Program will:</p> <ul style="list-style-type: none"> <li>a. Provide instructions on how to make referrals to City TCM program.</li> <li>b. Provide L.A. Care with TCM staff roster and liaison list.</li> <li>c. Facilitate case discussions with L.A. Care as needed.</li> <li>d. Refer any client with an open TCM case to the client’s L.A. Care Primary Care Provider</li> </ul>	<p>L.A. Care will:</p> <ul style="list-style-type: none"> <li>a. Facilitate communications regarding mutual client population and provide instructions on how to make referrals to L.A. Care.</li> <li>b. Provide TCM Program with a staff roster of L.A. Care Primary Care Provider (PCP) liaisons to facilitate case management.</li> <li>c. Share Health/Medical Care</li> </ul>

	<p>(PCP) when the TCM case manager identifies client medical need.</p> <p>e. Provide L.A. Care PCP with client status update when a TCM assessment is performed on a referred client with a new medical need.</p> <p>f. Notify L.A. Care PCP client's enrollment status in TCM Program via agreed upon form.</p>	<p>Plan and History/Physical (HP) with TCM Program Case Manager as requested to ensure the most appropriate service delivery for mutual client member/population.</p> <p>d. Identify and refer members who meet the target population definition and have identified a non-medical needs or issues where comprehensive TCM may be beneficial. (Understand referral does not automatically confirm participation and limited slots into the City's TCM program.)</p> <p>e. L.A. Care PCP will plan and coordinate medical care for the newly identified medical need in a timely manner</p> <p>f. If not enrolled in City TCM Program, L.A. Care retains responsibility for low or no cost referral to local resources.</p>
<b>DATA EXCHANGE</b>	<p>The City TCM Program will:</p> <p>a. Annually provide L.A. Care with TCM target populations served, including the TCM target population definitions (Attachment A).</p> <p>b. In collaboration with L.A. Care, develop a referral tracking system at no cost to promote coordination of services for L.A. Care members receiving services from TCM Case Managers.</p> <p>c. Access existing Department of Health Care Services (DHCS) provider eligibility information validation systems for client Medi-Cal Managed Care provider information (MEDS).</p>	<p>L.A. Care will:</p> <p>a. Share information among their providers as appropriate.</p> <p>b. In collaboration with TCM Program, develop a referral tracking system at no cost to promote coordination of services for L.A. Care members receiving services from TCM Case Managers.</p>
<b>MEMBER</b>	<p>a. The City TCM Case Managers</p>	<p>a. Inform L.A. Care members</p>

<b>OUTREACH AND EDUCATION</b>	<p>will screen all TCM clients to identify if they are assigned to a L.A. Care for their primary medical care.</p> <p>b. Ensure that all City TCM Case Managers are educated on how to make referrals to L.A. Care providers.</p>	<p>about availability of City's TCM Programs.</p> <p>b. Ensure—L.A. Care providers are educated on how to make referrals to City TCM Case Managers.</p>
<b>QUALITY IMPROVEMENT AND ISSUE RESOLUTION</b>	<p>a. Notify the L.A. Care liaison(s) when the client's medical needs are not being addressed by the PCP as determined by the TCM Case Manager's ongoing assessment of the client's overall status.</p> <p>b. If an issue remains unresolved, the TCM Liaison can request involvement of appropriate L.A. Care Management Team staff to address and resolve quality, administrative or operational issues.</p> <p>c. Participate in ad hoc meetings with L.A. Care as needed.</p>	<p>a. Notify TCM liaisons when mutual client's non-medical issues are not being addressed effectively as determined by the member's PCP.</p> <p>b. If an issue remains unresolved, the L.A. Care Liaison can request involvement of appropriate City TCM Program Management Team staff to address and resolve quality, administrative or operational issues.</p> <p>c. Convene ad hoc meetings with TCM Case Managers as needed.</p>

The above procedures must be followed by City TCM Case Managers unless the client has an urgent medical situation needing immediate L.A. Care case management intervention.

When a L.A. Care member has been referred to the City's TCM Program by an entity other than L.A. Care, the City will refer the member as needed to L.A. Care for medical case management services. These services include:

1. Coordination of care
2. Medical referrals
3. Continuity of care
4. Follow-up on missed appointments
5. Communication with specialists

## **8. CONFIDENTIALITY AND USE OF INFORMATION**

8.1 The signatories to this MOU agree that the sharing of information described in this MOU will only be used for purposes directly connected to the operations of the TCM programs,

for eligibility determination, enrollment, program delivery, and administration. Furthermore, the signatories to this MOU agree that the use of information and records under this MOU will be in accordance with all applicable federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality including but not limited to, Welfare and Institutions Code, Sections 10850 et seq. and 17006, Health Insurance Portability and Accountability Act of 1996, the Americans with Disability Act, California Civil Code Sections 56-56.16.

- 8.2 The signatories to this MOU understand and agree that information cannot and will not be shared unless the participating client signs the appropriate Consent Form(s).
- 8.3 All signatories to this MOU shall maintain the confidentiality of all participants while conducting any evaluation of this project and no personal identifiers will be included in any evaluation reports.

## **9. INDEPENDENT CONTRACTOR STATUS**

This MOU is between the City and L.A. Care and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the City and L.A. Care. The employees and agents of one party shall not be construed to be employees and agents of the other party.

## **10. NOTICES**

All notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties and to the attention of the person named below. Changes may be made as outlined in Section 5 Terms of Agreement.

**Local Initiative Health Authority for L.A. County DBA, L.A. Care Health Plan**

**Attn:**

**1055 West 7<sup>th</sup> Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90017**

**City of Long Beach  
333 West Ocean Boulevard.  
Long Beach, CA 90802  
Attn: City manager**

**With a copy for information to:  
Director, City of Long Beach,  
Department of Health and Human Services  
2525 Grand Avenue  
Long Beach, CA 90815**

## **11. GOVERNING LAW**

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the City of Long Beach.

## **12. DISPUTE RESOLUTION**

If the parties fail to mutually agree on any matters under this MOU or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU the parties shall submit the matter to resolution in accordance with the following procedures:

A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing party shall first provide a written statement to the other describing the general nature of the claim.

B. The statement must indicate that it is the first statement of a formal dispute resolution process.

C. The statement shall not limit the claim(s) of either party in any further action or procedure.

D. Within ten (10) business days of the receipt of the statement, the respective parties shall meet and confer in good faith to either: (1) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each party's position, proposed resolution(s) and projects or tasks that would be affected.

E. If the respective parties fail to resolve the matter, within ten (10) business days of such failure to resolve the matter, at least one (1) representative from each party shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective parties shall serve as the basis for further attempts at resolution.

F. A resolution of the matter shall be memorialized in writing and incorporated into this MOU.

G. If the parties fail to resolve this matter, this MOU shall immediately terminate.

## **13. CONFORMANCE**

If any provision of this MOU violates any statute or law of the State of California, it is considered modified to conform to that statute or law. Each of City and L.A. Care shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act") and final regulations to such Acts (collectively "HIPAA Rules") and when sharing PHI or ePHI (as defined in the HIPAA Rules) the parties will pursue obtaining HIPAA consents from City clients and L.A. Care members to allow the sharing of medical information.

## **14. INDEMNIFICATION**

A. City agrees to defend and hold harmless L.A. Care and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

B. L.A. Care agrees to defend and hold harmless City, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees

arising out of negligent or intentional acts or omissions of L.A. Care, its employees or agents.

**15. ENTIRE AGREEMENT**

This MOU constitutes the complete and exclusive statement of understanding between the City of Long Beach and L.A. Care which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to the Terms of Agreement section.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as this 28<sup>th</sup> day of December, 2015 by their authorized representatives.

LOCAL INITIATIVE HEALTH AUTHORITY FOR L.A. COUNTY DBA; L.A. CARE HEALTH PLAN

By Altonde S Carter, MD

CITY OF LONG BEACH

Name: Patrick H. West

Title: City Manager

By PH West

APPROVED AS TO FORM

By Dan J. Anderson  
Principal Deputy City Attorney