

35561

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:
HEALTH NET COMMUNITY SOLUTIONS, INC.**

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 Health Net Community Solutions, Inc. ("Health Net") 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.

To implement a collaborative approach and to offer the broadest care possible to clients/members, Health Net 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. Health Net and the City entered into a Memorandum of Understanding dated as of September 30, 2015 ("2015 MOU"). Health Net and the City acknowledge that the 2015 MOU will be superseded in its entirety upon the full execution of this MOU.

This MOU defines protocols to follow 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 (Health Net) 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 Health Net provide case management, there is a distinction between case management provided by City's TCM program and by Health Net. Health Net 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(d), include the following four service components:

- a. Assessment and Periodic Reassessment, Comprehensive assessment and periodic reassessment of individual needs; or
- b. Development of Specific Care Plan, or
- c. Referral and Related Activities, or
- d. Monitoring and Follow-Up Activities.

The four service components requirement applies to both the City TCM Program and Health Net 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.

Authorization of Services

Health Net will work with the TCM to determine if authorization of Medi-Cal covered behavioral health services is required. Any Medi-Cal treatment authorization decisions will be made as expeditiously and as timely as the beneficiary's condition requires.

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:

Health Net Community Solutions, Inc.

Health Net Community Solutions, Inc.

Health Net 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. Health Net will oversee the delivery of primary health care and related care coordination. Health Net 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 Health Net covered health services will be the responsibility of Health Net.
- B. Health Net will provide members with linkage and care coordination for any necessary social support needs identified by Health Net 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 Health Net members with open TCM cases to Health Net for medical case management.

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

5. TERM OF AGREEMENT

- 5.1 The Effective Date of this memorandum shall be the date the MOU is signed by both Health Net and City. The term of this MOU shall begin upon the Effective Date and shall continue in full force and effect until July 1, 2025, unless terminated sooner as provided in this Section 5.1. Notwithstanding the foregoing, 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 Health Net 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 Health Net 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)	HEALTH NET MANAGED CARE HEALTH PLAN (HEALTH NET)
LIAISON(S)	Designate TCM Liaison(s) for respective programs as point of contact for Health Net to address referral and coordination related activities.	Designate Health Net liaison(s) as point of contact for the TCM Program to address referral and coordination related activities.

CLIENT IDENTIFICATION	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).	Health Net 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. Health Net will notify City TCM Program liaison when a TCM client is receiving complex medical case management from Health Net.
COORDINATION	<ul style="list-style-type: none"> a. City will share client/member care plans with Health Net upon request for Health Net members with open TCM cases. 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. c. City will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with Health Net. d. For any client/member with an open TCM case needing medical case management, City will communicate at least once every six months with Health Net to ensure that the client/member is receiving the appropriate level of care. e. The coordination between Health Net and City will include, at a minimum, all medical issues and all social support related issues identified by City and/or Health Net. 	<ul style="list-style-type: none"> a. Health Net will share client/member care plans with City for Health Net members with open TCM cases. b. Health Net 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. c. Health Net will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with City. d. For any client with an open TCM case needing medical case management, Health Net will communicate at least once every six months to ensure that the client/member is receiving the appropriate level of care. e. The coordination between City and Health Net will include, at a minimum, all medical issues and all social support related issues identified by Health Net and/or City.

	<p>f. City will pursue obtaining HIPAA consents from TCM clients to allow the sharing of medical information with Health Net.</p>	<p>f. . Health Net will pursue obtaining HIPAA consents from Health Net clients to allow the sharing of medical information with City.</p>
<p>ASSESSMENT AND CARE PLAN PROTOCOL</p>	<p>a. Per Title 42 CFR Section 440.169 , TCM services will be provided to clients who require services to assist them 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 Health Net if requested by Health Net.</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 Health Net by the TCM Case Manager if the client is in need of Health Net case management for medical issues.</p> <p>f. The TCM assessment extends further than the Health Net</p>	<p>a. Health Net will provide health assessments and care plans for all members as needed.</p> <p>b. Health Net will assess member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</p> <p>c. Health Net 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. Health Net will share care plan information with City as necessary to coordinate member medical issues. In addition, Health Net will share care plans if requested by City,</p> <p>e. Health Net’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 Health Net Case Manager or the City TCM Case Manager.</p>

	<p>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 successful implementation of the HEALTH NET care plan.</p> <p>g. The City TCM Program will accept referrals of Health Net clients based on the TCM Program's capacity. A referral does not guarantee enrollment into the City TCM Program.</p>	
<p>COORDINATION OF CARE BETWEEN TCM AND HEALTH NET</p>	<p>a. The City TCM Case Manager will coordinate with Health Net when:</p> <ul style="list-style-type: none"> • The case manager has identified that the client/member receives complex case management from Health Net, and the City TCM Case Manager assesses that the client/member is not medically stable. • 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 Health Net professional. • The TCM Case Manager assesses 	<p>a. The Health Net Case Manager will coordinate with City TCM Case Manager when:</p> <ul style="list-style-type: none"> - Health Net has identified that the client/member receives TCM services, and the Health Net Case Manager assesses that the client/member is not medically stable. - 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. - The Health Net Case Manager assesses that the client's medical needs require TCM case management. - The Health Net Case Manager assesses that the client may have social support issues that may impede the implementation of the Health Net care plan. <p>b. Health Net will work together with the City TCM</p>

	<p>that the client may have an acute or chronic medical issue and is not medically stable.</p> <ul style="list-style-type: none"> • The TCM Case Manager assesses that the client's medical needs require Health Net case management. • The TCM Case Manager assesses that the client may have social support issues that may impede the implementation of the Health Net care plan. <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 Health Net.</p> <p>c. City TCM Case Manager will also provide any corresponding documentation to the Health Net Case Manager.</p> <p>d. The City TCM Case Manager will obtain and review the client/member Health Net care plan.</p> <p>e. The City TCM Case Manager will contact the Health Net 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 Health</p>	<p>Case Manager to determine what coordination options are appropriate for the client's level of need.</p> <p>c. Health Net will provide any corresponding documentation to the TCM Case Manager.</p> <p>d. The Health Net Case Manager will obtain and review the client/member TCM care plan.</p> <p>e. The Health Net Case Manager will contact the City TCM Case Manager to discuss the client/member medical issues and/or related social support issues.</p> <p>f. The Health Net Case Manager will notify City TCM Case Manager via an agreed medium (e.g., specific form, email to Health Net), that the client/member is receiving Health Net services and has identified a social support issues(s) that may impede the implementation of the Health Net care plan.</p> <p>g. The Health Net Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to City TCM Case Manager as soon as possible to address the client's/member's immediate medical need.</p>
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	<p>Net via an agreed medium (e.g., specific form such as TCM Coordination/non-Duplication Report form, email to Health Net), that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the Health Net care plan.</p> <p>g. The City TCM Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to Health Net as soon as possible to address the client's/member's immediate medical need.</p>	
<p>PROVIDER TRAINING</p>	<p>a. The City TCM staff will provide training to Health Net's staff as requested and within the capacity of TCM staff to accommodate training requests.</p>	<p>a. Health Net will provide training to TCM staff as requested and within the capacity of their staff to accommodate the training request.</p>
<p>REFERRAL, FOLLOW UP AND MONITORING PROTOCOL</p>	<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</p>	<p>a. Health Net 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"> • Medical services • Non-medical services • Basic Social support needs <p>b. Health Net 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>other programs deemed necessary and provide follow-up and monitoring as appropriate.</p> <p>c. The TCM Case Manager will contact Health Net directly as needed to ensure the Health Net 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 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 Health Net as soon as possible to address the client's/member's immediate medical need.</p> <p>f. TCM Case Managers will refer client to Health Net for all medically necessary services, and authorization for any out-of-network medical services.</p> <p>g. TCM Case Manager will refer client to Health Net when a medical need develops or escalates after a Health Net assessment and notification of any related medically necessary support issues.</p> <p>h. TCM Case Manager will refer clients to Health Net when the client needs assistance with medical related services, e.g.,</p>	<p>Examples include:</p> <ol style="list-style-type: none"> 1) Member seen by a Health Net Case Manager and the member needs directions to the local Food Bank 2) Health Net Case Manager provides a member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services. <p>c. Health Net will refer members to City for TCM services when the individual falls into one of the identified target populations, has undergone a Health Net case management assessment, and meets any of the following criteria:</p> <ul style="list-style-type: none"> • Member is determined to need case management services for non-medical needs. • Health Net has determined that the member has demonstrated an on-going inability to access Health Net services. • Health Net has determined that member would benefit from TCM face-to-face case management. • Health Net has concerns that the member has an inadequate support system for medical care. • Health Net has concerns that the member may have a life skill, social support, or an environmental issue affecting the member's health and/or successful
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	<p>scheduling appointments with Health Net; and delays in receiving authorization for specialty health services.</p> <ul style="list-style-type: none"> 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 "Assessment and Care Plan Protocol" section. j. The TCM Case Manager will provide linkage and referrals as needed and will monitor and follow-up as appropriate. k. City TCM Program may obtain and review Health Net's client care plan to assist in assessing the referred issue. l. The TCM client case shall remain open until the issue referred by Health Net 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. m. City TCM Case Manager will notify Health Net when the referred issues have been resolved. n. Referral does not automatically confirm enrollment into a TCM program. 	<p>implementation of the Health Net care plan.</p> <ul style="list-style-type: none"> d. Health Net shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made. e. Referral does not automatically confirm enrollment into a TCM program. Prior to the referral for TCM, HEALTH NET will identify the social, educational, and/or other non-medical issues the member has that require case management. f. . When Health Net refers a member to City for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either Health Net or the TCM Case Manager deems necessary, but no less than quarterly.
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<p>COMMUNICATION</p>	<p>The City TCM Program will:</p> <ul style="list-style-type: none"> a. Provide instructions on how to make referrals to City TCM program. b. Provide Health Net with TCM staff roster and liaison list. c. Facilitate case discussions with Health Net as needed. d. Refer any client with an open TCM case to the client's Health Net Primary Care Provider (PCP) when the TCM case manager identifies client medical need. e. Provide Health Net PCP with client status update when a TCM assessment is performed on a referred client with a new medical need. f. Notify Health Net PCP client's enrollment status in TCM Program via agreed upon form. 	<p>Health Net will:</p> <ul style="list-style-type: none"> a. Facilitate communications regarding mutual client population and provide instructions on how to make referrals to Health Net. b. Provide TCM Program with a staff roster of Health Net Primary Care Provider (PCP) liaisons to facilitate case management. c. Share Health/Medical Care Plan and History/Physical (HP) with TCM Program Case Manager as requested to ensure the most appropriate service delivery for mutual client member/population. 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.) e. Health Net PCP will plan and coordinate medical care for the newly identified medical need in a timely manner f. If not enrolled in City TCM Program, Health Net retains responsibility for low or no cost referral to local resources.
<p>DATA EXCHANGE</p>	<p>The City TCM Program will:</p> <ul style="list-style-type: none"> a. Annually provide Health Net with TCM target populations served, including the TCM target population definitions (Attachment BA?). 	<p>Health Net will:</p> <ul style="list-style-type: none"> a. Share information among their providers as appropriate. b. In collaboration with TCM Program, develop a referral tracking system at no cost to

	<ul style="list-style-type: none"> b. In collaboration with Health Net, develop a referral tracking system at no cost to promote coordination of services for Health Net members receiving services from TCM Case Managers. c. Access existing Department of Health Care Services (DHCS) provider eligibility information validation systems for client Medi-Cal Managed Care provider information (MEDS). 	<p>promote coordination of services for Health Net members receiving services from TCM Case Managers.</p> <ul style="list-style-type: none"> c. Any information relating to HIV/AIDS or Substance Use Disorder (SUD) will require an authorization for disclosure (AFD) for any data exchanged and will be maintained at the provider level, as stated under CFR 42 Part 2 and CMIA.
MEMBER OUTREACH AND EDUCATION	<ul style="list-style-type: none"> a. The City TCM Case Managers will screen all TCM clients to identify if they are assigned to a Health Net for their primary medical care. b. Ensure that all City TCM Case Managers are educated on how to make referrals to Health Net providers. 	<ul style="list-style-type: none"> a. Inform Health Net members about availability of City's TCM Programs. b. Ensure Health Net providers are educated on how to make referrals to City TCM Case Managers.
QUALITY IMPROVEMENT AND ISSUE RESOLUTION	<ul style="list-style-type: none"> a. Notify the Health Net 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. b. If an issue remains unresolved, the TCM Liaison can request involvement of appropriate Health Net Management Team staff to address and resolve quality, administrative or operational issues. c. Participate in ad hoc meetings with Health Net as needed. 	<ul style="list-style-type: none"> a. Notify TCM liaisons when mutual client's non-medical issues are not being addressed effectively as determined by the member's PCP. b. If an issue remains unresolved, the Health Net Liaison can request involvement of appropriate City TCM Program Management Team staff to address and resolve quality, administrative or operational issues. c. Convene ad hoc meetings with TCM Case Managers as needed.

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

When a Health Net member has been referred to the City's TCM Program by an entity other than Health Net, the City will refer the member as needed to Health Net 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, CFR 42 Part 2, and the California Medical Information Act (CMIA).
- 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 Health Net and is not intended to and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the City and Health Net. 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.

Health Net Community Solutions, Inc.
Attn: Abbie A. Totten, Medi-Cal Program Officer,
101 N. Brand Boulevard
Glendale, CA 91203

**City of Long Beach
411 West Ocean Boulevard,
Long Beach, CA 90802
Attn: City Manager**

**With a copy for the 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 Health Net 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 Health Net members to allow the sharing of medical information.

14. INDEMNIFICATION

- A. City agrees to defend and hold harmless Health Net 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. Health Net 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 Health Net, its employees or agents.

15. ENTIRE AGREEMENT

This MOU constitutes the complete and exclusive statement of understanding between the City of Long Beach and Health Net 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 HEREOF, the parties hereto have executed this MOU as this 25 day of June, 2020 by their authorized representatives.

HEALTH NET COMMUNITY SOLUTIONS, INC.

By Allie Ann Tatter, Medical Program Officer

CITY OF LONG BEACH

By Rebecca A. Garner

EXECUTED PURSUANT
TO SECTION 301 OF
APPROVED AS TO FORM
THE CITY CHARTER

APPROVED AS TO FORM

By _____ JUNE 16, 2020
CHARLES PARKIN, City Attorney

By _____
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

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 Health Net 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 Health Net members to allow the sharing of medical information.

14. INDEMNIFICATION

- A. City agrees to defend and hold harmless Health Net 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. Health Net 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 Health Net, its employees or agents.

15. ENTIRE AGREEMENT

This MOU constitutes the complete and exclusive statement of understanding between the City of Long Beach and Health Net 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 HEREOF, the parties hereto have executed this MOU as this 25 day of June, 2020 by their authorized representatives.

HEALTH NET COMMUNITY SOLUTIONS, INC.

By Albi M. Totts, Medi-Cal Program Officer

CITY OF LONG BEACH

By Rebecca A. Garner

EXECUTED PURSUANT TO SECTION 301 OF APPROVED AS TO FORM THE CITY CHARTER

APPROVED AS TO FORM

By _____ JUNE 16, 2020

CHARLES PARKIN
By ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

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 Health Net shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") 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 Health Net members to allow the sharing of medical information.

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HEALTH NET COMMUNITY SOLUTIONS, INC.

By _____

CITY OF LONG BEACH

By Rebecca A. Garner
 EXECUTED PURSUANT
 TO SECTION 301 OF
 APPROVED AS TO FORM
 THE CITY CHARTER

APPROVED AS TO FORM

By _____ JUNE 16, 2020
 CHARLES PARKIN, City Attorney

By [Signature]
 ARTURO D. SANCHEZ
 DEPUTY CITY ATTORNEY