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ATTACHMENT J:

FIRST 5 MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

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Memorandum of Understanding

between Central California Alliance for Health and First 5 Santa Cruz County

This Memorandum of Understanding ("MOU") is entered into by Central California Alliance for Health ("MCP") and *First 5 Santa Cruz County* ("First 5"), effective as of January 26, 2026 ("Effective Date"). First 5, MCP, are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to enable Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access services and connect to a broader array of supports in a coordinated manner from MCP and First 5;

WHEREAS, First 5s were designed to "emphasize local decision making, to provide for greater local flexibility in designing delivery systems"[1] to support children prenatal to age five (5) and their families, and First 5s have broad authority to determine allocation of resources in response to local conditions and as prioritized in their respective strategic plan; and

WHEREAS, the Parties desire to ensure that Members receive services available and benefit from the prenatal to five (5) expertise and family-serving system knowledge and experience of First 5 through coordinating with MCP and to provide a process to continuously evaluate and improve the quality of care coordination provided.

[1] Cal. Health & Safety Code sections 130100, et seq.

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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 Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with First 5 and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-First 5 Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and First 5 as described in Section 4 of this MOU. The MCP-First 5 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 Responsible Person and/or MCP compliance officer as appropriate.

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

d. "First 5 Liaison" means First 5's designated point of contact responsible for acting as the liaison between MCP and First 5 as described in Section 5 of this MOU. The First 5 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 First 5 Responsible Person as appropriate.

e. "First 5 Services" means the services, supports, and efforts made by First 5 to facilitate the creation and implementation of an integrated, comprehensive, and coordinated system to enhance optimal early childhood development. First 5 Services may include, as determined solely by First 5, care navigation, developmental screenings, and pregnancy and postpartum supports, as well as system investments and partnerships to improve access to quality services, reduce barriers to care, and evaluate and analyze related data to inform strategies to improve quality care and, therefore, the conditions of children prenatal to five (5) years old within their jurisdiction.

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f. "First 5 Providers" means organizations and individuals contracted with or receiving funding from First 5 to provide First 5 Services.

2. Term. This MOU is in effect as of the Effective Date and automatically renews annually, unless written notice of non-renewal is given.

3. Services Covered by This MOU. This MOU governs the coordination between First 5 and MCP for the delivery of services for Members who reside in First 5's jurisdiction and who may be eligible for First 5 Services and supports, as First 5 resources allow.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must support Members and/or their caregivers or legal guardian(s) in accessing medically necessary physical, behavioral, developmental, and dental health services for families and children, including those available under the Early and Periodic Screening, Diagnostic and Treatment benefit, such as periodic developmental and behavioral screening.

b. **Oversight Responsibility.** The Pediatric Care Management and California Children's Services Manager, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with First 5, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

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

iv. Ensure the appropriate levels of MCP 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 First 5 are invited to participate in the MOU engagements, as appropriate;

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v. Ensure training and education regarding MOU provisions are conducted annually, and as otherwise described in Section 6 of this MOU, for MCP's employees responsible for carrying out activities under this MOU and, as applicable, for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-First 5 Liaison, the point of contact and liaison with First 5. The MCP-First 5 Liaison is listed in Exhibit A of this MOU. MCP must notify First 5 of any changes to the MCP-First 5 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.

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. First 5 Obligations.

a. **Provision of Services.** First 5 is responsible for First 5 Services and supports as appropriate and as resources allow.

b. **Oversight Responsibility.** The Executive Director, the designated First 5 Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing First 5's compliance with this MOU. The First 5 Responsible Person serves, or may designate a person to serve, as the designated First 5 Liaison, the point of contact and liaison with MCP. The First 5 Liaison is listed in Exhibit B of this MOU. The First 5 Liaison may be the same person as the Responsible Person. First 5 may designate a liaison by program or service line. First 5 must notify MCP of changes to the First 5 Liaison as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five (5) Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP'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. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually

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thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and First 5 programs and services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide its Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by First 5. In addition, MCP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version of the APL.

c. MCP must provide First 5, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours. For example, MCP and Network Providers should inform Members about First 5 programs and events. In turn, First 5 should share information about MCP open enrollment and services, such as through Medi-Cal for Kids and Teens.

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7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members who may be eligible for First 5 Services are referred to First 5 and First 5 Providers, as applicable.

b. First 5 should facilitate referrals from MCP to First 5 Providers if First 5 services are appropriate and assist MCP with identifying the appropriate First 5 Providers for such referrals as needed.

c. The Parties should establish policies and procedures for how First 5 will notify MCP if First 5 and/or First 5 Providers are at capacity and are unable to accept Member referrals for First 5 Services. The policies and procedures should include notification to referred Members that First 5 Services are not currently available.

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d. MCP must refer Members using a patient-centered, shared decision-making process.

e. First 5 should recommend best practices for successful engagement of eligible Members to MCP for MCP's Covered Services and Community Supports services or care management programs for which Members may qualify, including Enhanced Care Management ("ECM") or Complex Care Management ("CCM"). However, if First 5 is also an ECM Provider, provides Community Supports, or provides other services pursuant to a separate agreement between MCP and First 5, this MOU does not govern First 5's provision of ECM, Community Supports, or other services.

f. MCP must require that its CCM care managers, its Transitional Care Services care managers, and contracted ECM Providers refer Members to First 5 as appropriate.

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

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that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.]

8. Care Coordination and Collaboration.

a. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

b. The Parties must discuss and address systematic and, to the extent possible, individual care coordination issues or barriers to care coordination efforts at least quarterly.

c. MCP must have policies and procedures in place to maintain collaboration with First 5 and to identify strategies to monitor and assess the effectiveness of this MOU.

d. When a Member enrolled in ECM also receives First 5 Services, the ECM Provider shall coordinate services with First 5 (as appropriate) or First 5 Providers to ensure the Member's needs are addressed. To support the ECM Provider, MCP must ensure that the Member's ECM Providers are aware of First 5 agencies and contacts and consult with, keep informed (as appropriate), and share data with (as appropriate) First 5 or the First 5 Provider that provides First 5 Services to the Member.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, to discuss community needs and how to partner to meet them and address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and

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communication with others within their organizations about such activities. [*Parties may agree to meet more frequently*.] These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the First 5 Responsible Person and appropriate First 5 program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

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

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by First 5, such as local county meetings, local community forums, and First 5 engagements, to collaborate with First 5 in equity strategy and wellness and prevention activities. First 5 and First 5 Providers, as appropriate, are encouraged to participate in meetings, engagements, or committees to which they are invited by MCP.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services and reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in its policies and procedures. Where appropriate, MCP should include First 5 as a resource and partner in QI initiatives.

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11. Data Sharing and Confidentiality. As applicable, appropriate, and feasible, the Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially, and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and First 5 is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data, including receipt of services from and engagement with First 5 Providers; 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.

b. **Use of Data by MCP.** MCP must carefully consider data and information, including community and Member feedback, made available by First 5 to address Member needs, provide a broader understanding of the health needs and preferences of Members, and support more meaningful Member engagement.[3]

[3] Per the CalAIM Population Health Management Policy Guide, "Risk Stratification and Segmentation (RSS) means the process of differentiating all Members into separate risk groups and/or meaningful subsets. RSS results in the categorization of all Members according to their care and risk needs at all levels and intensities."

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c. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations sections 438.242(b) and 438.10(h).

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 must, and First 5 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 *15 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 and First 5 that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and may be forwarded by First 5 to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

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

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13. Equal Treatment.

a. Nothing in this MOU is intended to benefit or prioritize Members over persons served by First 5 who are not Members. Pursuant to Title VI, 42 United States Code section 2000d, et seq., First 5 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 First 5.

b. First 5 is prohibited from directing or recommending that an individual choose or refrain from choosing a specific MCP, and MCP is prohibited from directing or recommending that an individual choose or refrain from choosing a specific First 5.

c. First 5 is prohibited from making decisions intended to benefit or disadvantage a specific MCP, and MCP is prohibited from making decisions intended to benefit or disadvantage a specific First 5.

14. General.

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

b. **Documentation Requirements.** MCP 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

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Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU and 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 First 5 and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither First 5 nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

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.

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP CEO or Responsible Person

Signature: Lisa Moody, RN
Name: Lisa Moody, RN
Title: Pediatric Care Management and CCS Manager
Notice Address:
1600 Green Hills Road
Suite 101
Scotts Valley, CA 95066

[MCP, if multiple MCPs in County]

Signature:
Name:
Title:
Notice Address:

First 5 Director or Responsible Person

Signature: David Brody
Name: David Brody
Title: Executive Director
Notice Address:
4450 Capitola RD
Suite 106
Capitola, CA
95010

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Exhibits A and B

[Placeholder for Exhibits to Contain MCP Responsible Person, MCP-First 5 Liaison, First 5 Responsible Person, and First 5 Liaison as Referenced in Sections 4.b and 5.b of this MOU]

MOU Title	Individual Title
MCP Responsible Person	Manager, Pediatric Care Management & California Childrens Services
MCP-First 5 Liaison	Manager, Pediatric Care Management & California Childrens Services
First 5 Responsible Person	Executive Director
First 5 Liaison	Executive Director

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Exhibit C

Data Elements

Examples of data elements to include in this Exhibit are:

i. Member demographic information; and
ii. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.