Memorandum of Understanding between Kaiser Foundation Health Plan, Inc. and County of San Diego

This Memorandum of Understanding ("MOU") is entered into by Kaiser Foundation Health Plan, Inc. ("MCP") and County of San Diego, a local government entity ("County"), and is in effect as of the last signature date indicated on the signature page, also referred to as full execution date ("Effective Date"). County, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors 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 ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive services available through County in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

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.
   a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
   b. "MCP-County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-County 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. "County Responsible Person" means the person designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section 5 of this MOU.
   d. "County Liaison" means County's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 5 of this MOU. The County 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 County Responsible Person as appropriate.

2. **Term.** This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section

16.c of this MOU, or as amended in accordance with Section 16.f of this MOU.

3. **Services Covered by This MOU.** This MOU governs the coordination between County and MCP for the delivery of care and services for Members who reside in County's jurisdiction and may be eligible for services provided, made available, or arranged for by County. The policies and procedures related to this MOU are incorporated by reference and may be updated independently of the MOU. All parties agree that operational policies may be modified to adapt to changing conditions, regulations, or best practices, provided they do not conflict with the core terms of the MOU.

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.
   b. **Oversight Responsibility.** The Regional Director, MOU Implementation, 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 County, 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 County are invited to participate in the MOU engagements, as appropriate;
      v. Ensure training and education regarding MOU provisions are conducted annually 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-County Liaison, the point of contact and liaison with County or County programs. The MCP-County Liaison is listed in Exhibit A of this MOU. MCP must notify County of any changes to the MCP-County Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.
   c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply

with all applicable provisions of this MOU.

5. County Obligations.

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

b. **Oversight Responsibility.** The San Diego Advancing and Innovating Medi-Cal ("SDAIM") Deputy Director, Medical Care Services, the designated County Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing County's compliance with this MOU. The County Responsible Person serves, or may designate a person to serve, as the designated County Liaison, the point of contact and liaison with MCP. The County Liaison is listed in Exhibit A of this MOU. The County Liaison may be the same person as the Responsible Person. County may designate a liaison by program or service line. County must notify MCP of changes to the County Liaison as soon as reasonably practical but no later than the date of 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 thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County 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 Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by County.

c. MCP must provide County, 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.

d. The Parties may share their training and educational materials with each other to ensure the information in their respective training and educational materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and County policies and procedures, and with clinical practice standards.

e. The Parties may develop and share outreach communication materials and develop initiatives to share resources about MCP and County with individuals who may be eligible for MCP's Covered Services and/or County programs.

7. **Referrals.**
   a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate County program and/or services.
   b. The Parties must facilitate referrals to the relevant County program for Members who may potentially meet the criteria of County program and/or services and ensure County has procedures for accepting referrals from MCP or responding to referrals where County cannot accept additional Members. MCP must refer Members using a patient-centered, shared decision-making process. County should assist MCP in identifying the appropriate County program and/or services when assistance is required.
   c. County should refer Members to MCP for MCP's Covered Services, as well as any Community Supports ("CS") services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.
   d. **Closed Loop Referrals.** By July 1, 2025, or as otherwise determined by DHCS, the Parties agree to co-develop a process to implement DHCS guidance regarding closed loop referrals to applicable CS, ECM benefits, and/or community-based resources.

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 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 County and to identify strategies to monitor and assess the effectiveness of this MOU.
   d. **Meaningful Coordination, Collaboration, and Transparency.**
      i. The Parties must actively participate in Healthy San Diego ("HSD") and other committees formed by the County Board of Supervisors or County HHSA pertaining to improving care of Medi-Cal eligible individuals and Medi-Cal beneficiaries.
      ii. The Parties shall coordinate to develop a joint Population Health Management approach to shared goals and the Community Health Assessments ("CHA")/Community Health Improvement Plans ("CHIP").
      iii. The Parties shall coordinate for the care of specific Medi-Cal Transformation-related services for populations including, but not limited to, homeless, at risk for avoidable hospital or emergency department utilization, Serious Mental Health ("SMH") and/or Substance Use Disorder ("SUD"), justice-involved, aging, California Children's Services ("CCS") youth, foster youth, intellectual and developmental disabilities ("I/DD"), and pregnant and postpartum.

e. **Person-Centered Care Coordination.**

i. The Parties must perform outreach and engagement to ensure enrollment in ECM for all eligible Medi-Cal members in San Diego.

ii. MCP must contract with HHSA to provide ECM for all 10 Populations of Focus ("POF"):

1. Individuals Experiencing Homelessness;
2. Individuals At Risk for Avoidable Hospital or Emergency Department Utilization;
3. Individuals with SMH and/or SUD Needs;
4. Individuals Transitioning from Incarceration;
5. Adults Living in the Community and at Risk for Long Term Care Institutionalization;
6. Adult NF Residents Transitioning to the Community;
7. Children and Youth Enrolled in CCS or CCS Whole Child Model ("WCM") with Additional Needs Beyond the CCS Condition;
8. Children and Youth Involved in Child Welfare;
9. Individuals with I/DD; and
10. Pregnant and Postpartum Individuals; Birth Equity POF.

iii. MCP may contract with HHSA to provide ECM for the following populations:

1. Complex patients who qualify for ECM and for whom the MCP serves as clinical and/or social service experts (including, but not limited to, Tuberculosis Control and Refugee Health Branch; California Children's Services; and HIV, STD, and Hepatitis Branch); and
2. Other Medi-Cal Transformation identified populations.

iv. MCP shall agree to work towards "presumptive eligibility" criteria with all other MCPs, as done previously with Health Homes Program, allowing enrollment into ECM services, as defined by DHCS.

v. MCP must accept the standardized universal referral form, agreed upon by all MCPs in San Diego, for providers who wish to refer patients to ECM and/or CS services, and update as needed.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about such activities. 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 County Responsible Person and appropriate County 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 County, such as local county meetings, local community forums, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

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

11. **Data Sharing and Confidentiality.** The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information and maintain confidentiality 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 County 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 must include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit M of this MOU. The Parties must annually review and, if appropriate, update Exhibit M of this MOU to facilitate sharing of information and data.

    b. **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. **Disaster and Emergency Preparedness.** The Parties must develop policies and procedures to mitigate the effects of natural, man-made, or war-caused disasters

involving emergency situations and/or broad health care surge events greatly impacting the Parties' health care delivery system to ensure the continued coordination and delivery of County programs and services and MCP's Covered Services for impacted Members.

13. Healthy San Diego (HSD).

a. **Facility Site Review ("FSR") Program.** DHCS APL 22-017 requires MCPs to collaborate locally within each Medi-Cal managed care county to establish systems and implement procedures for the coordination, consolidation, and data sharing of site reviews for mutually contracted primary care providers. The collaborative processes are defined and documented in a separate, standardized FSR MOU. All MCPs shall meet regularly as the HSD Facility Site Review Workgroup, as defined in the FSR MOU. The HSD Medi-Cal Transformation Task Force shall provide support to the workgroup by way of meeting attendance, County representation, and administrative support.

b. **Health Education and Cultural/Linguistics ("HE & C/L") Workgroup.** The HE & C/L Workgroup reports to the HSD Medi-Cal Transformation Task Force and is comprised of MCP representatives and HSD staff. The purpose of the HE & C/L Workgroup is to identify, implement, and evaluate collaborative activities targeting health care providers, health plan members, and the community at large that will increase health and well-being along with preventive health care knowledge and utilization.

   i. **Purpose.** The Parties shall establish and maintain a collaborative HE & C/L process that will increase compliance to HE & C/L contract standards by MCPs and their contracted providers.

   ii. **Liaison.** The Parties shall designate a liaison to coordinate, perform, and report joint HE & C/L activities.

   iii. **Financial Responsibility.**

      1. The Parties shall assist HE & C/L Workgroup in development of an annual budget.
      2. Upon approval of the budget, MCP shall contribute an equal and pre-approved amount of funding to the HE & C/L Workgroup account. Funds shall be submitted within 60 days from approval of the internal budget request form.
      3. MCP shall submit check request to designated fiscal agent for disbursement of funds.

14. 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 County 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 County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County 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.

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

16. 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 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 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP 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. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to the County for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

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

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between County 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 County 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.

(Remainder of this page intentionally left blank)

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

Kaiser Foundation Health Plan, Inc.

Signature: DocuSigned by: Celia Williams D004C83C3B9C4E0...

Date: 8/29/2025 | 1:37 PM PDT
Name: Celia Williams
Title: Executive Director, Medicaid Care Delivery and Operations
Notice Address:
393 E. Walnut Street,
Pasadena, CA 91181

County of San Diego

Signature:

Date: 09/30/25
Name: Kimberly Giardina, DSW, MSW
Title: Deputy Chief Administrative Officer
Notice Address:
1600 Pacific Highway,
San Diego, CA 92101

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Exhibit A – MCP and County Liaisons

This exhibit is subject to change without impacting the MOU as outlined in the policies and procedures, thereby allowing modifications to occur without affecting the MOU. The policies and procedures shall include contact information (including first and last name, phone number, and e-mail address) of liaisons listed below.

Service/Program	Designated MCP Responsible Person	Designated MCP Liaison	Designated County Responsible Person & Liaison
Base	Regional Director, MOU Implementation	MOU Coordinator	SDAIM Deputy Director, Medical Care Services
Child and Family Well-Being Services			Director, Child & Family Well-Being
In-Home Supportive Services			• **Responsible Person:** Deputy Director, Aging & Independence Services • **Liaison:** Program Specialist II, Aging & Independence Services
Substance Use Disorder Services			Administrator, Health Plan Operations, Behavioral Health Services
Specialty Mental Health Services			
Local Health Department Services			Director, Public Health Services (“PHS”)
• Blood Lead Screening and Case Management			• **Responsible Person:** Chief, PHS – Epidemiology and Immunization Services Branch • **Liaison:** Medical Director, PHS – Epidemiology and Immunization Services Branch
• Immunization Services			
• Sexually Transmitted Infections Services			• **Responsible Person:** Chief, PHS – HIV, STD, & Hepatitis Branch • **Liaison:** Medical Director, PHS – HIV, STD, & Hepatitis Branch
• Tuberculosis Screening, Diagnosis, Treatment, and Care Coordination			• **Responsible Person:** Chief, PHS – Tuberculosis Control and Refugee Health Program • **Liaison:** Medical Director, PHS – Tuberculosis Control and Refugee Health Program
• Maternal Child and Adolescent Health			• **Responsible Person:** Chief, PHS – Maternal, Child, and Family Health Services • **Liaison:** Medical Director, PHS – Maternal, Child, and Family Health Services

• California Children's Services			• **Responsible Person:** Chief, PHS – California Children's Services • **Liaison:** Medical Director, PHS – California Children's Services
• Targeted Case Management Program			• Local Government Agency Targeted Case Management Coordinator, PHS

Exhibit B – Child and Family Well-Being Services

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal Members enrolled, or eligible to enroll, in MCP and who are County Child and Family Well-Being ("CFWB") involved and/or receive foster care services ("Members") are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive MCP and County services set forth in this MOU in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of the care coordination provided.

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 Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage.
   a. "County CFWB Services" means the services provided by the State's program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services ("CDSS"), Children and Family Services Division.
   b. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
   c. "MCP-County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-County 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's compliance officer as appropriate.
   d. "MCP Child Welfare Liaison" means the MCP's designated individual(s) assigned to ensure the needs of children and youth involved with child welfare are met as outlined in the Medi-Cal Managed Care Contract, DHCS All Plan Letters ("APL"s), or other similar instructions.
   e. "County Responsible Person" means the person designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section 5 of this MOU.
   f. "County Liaison" means County's designated point of contact responsible for acting as the liaison between County and MCP as described in Section 5 of this MOU. The County 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 County Responsible Person as appropriate.
   g. "Health Care Program for Children in Foster Care ("HCPCFC")" means the

public health nursing program administered by the County to provide public health nurse ("PHN") expertise in meeting the health care needs of children and youth in foster care. The HCPCFC PHNs provide consultation and education and work in collaboration with the foster care team to promote and enhance the physical, mental, dental, and developmental well-being of foster children and youth.

h. "MCP-LTSS (Long Term Services and Supports) Liaison" means the person or persons designated by the MCP to provide assistance to support care coordination and transitions from institutional settings as defined by APL 23-004 or any subsequent guidance.

i. "MCP-Tribal Liaison" means the person or persons designated by the MCP dedicated to working with each contracted and non-contracted Indian Health Care Provider ("IHCP") in its service area. The MCP-Tribal Liaison is responsible for coordinating referrals and payment for services provided to American Indian MCP Members who are qualified to receive services from an IHCP as defined by APL 24-002 or any subsequent guidance.

2. Term. This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 14.c of this MOU, or as amended in accordance with Section 14.f of this MOU. Each Party is responsible for tracking their own oversight agency guidance and assessing the need for amendments or modifications to this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between County and MCP for the delivery of care and services for Members who are receiving County CFWB Services.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, and for coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services for which they are eligible, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic and Treatment benefit) services.

i. MCP must provide and cover, or arrange for, as appropriate, all Medically Necessary Medi-Cal for Kids and Teens services, including Behavioral Health Treatment services.

ii. For Members currently receiving Specialty Mental Health Services ("SMHS") or enrolled in an existing care management program, such as California Wraparound, Full Service Partnership, or HCPCFC, if the Mental Health Plan ("MHP") for SMHS, a SMHS provider contracted to the MHP, or the care management program has contracted with MCP to be an Enhanced Care Management ("ECM") Provider, MCP must assign the Member to the MHP, SMHS provider contracted to the MHP, or existing care management program as the ECM Provider unless the Member (or

parent, legal guardian, or caretaker) requests otherwise.

iii. If a Member is enrolled in more than one existing care management program and those programs are each contracted ECM Providers, MCP must assign the Member to the MHP or existing care management program that the Member identifies as the Member's preferred ECM Provider or, if necessary, another ECM Provider that has capacity to accept the Member. However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.

b. **Oversight Responsibility.** The Regional Director, MOU Implementation, 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 the County Responsible Person and appropriate County program executives, 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. The 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 who support compliance with and management of this MOU;

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

v. Ensure training and education regarding MOU provisions are conducted annually 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 designate a person at MCP to serve, as the MCP-County Liaison, the point of contact and liaison between MCP and County to coordinate care for children and youth receiving County CFWB Services. The MCP-County Liaison is listed in Exhibit A of this MOU. As appropriate, the MCP-County Liaison must also serve as a family advocate. MCP must notify County of any changes to the MCP-County Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

c. MCP must designate an individual(s) to serve as the MCP Child Welfare Liaison, to ensure the needs of children and youth involved with child welfare are met, in accordance with DHCS-issued standards and expectations for this role as set forth in the Medi-Cal Managed Care Contract, DHCS APLs, or other similar instructions. The MCP-County Liaison and the MCP Child Welfare Liaison roles may be assigned to the same designated individual.

d. **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. County Obligations.

a. **Provision of Services.** County is responsible for delivering and coordinating County CFWB Services, which may include coordination with an ECM Provider to ensure timely and appropriate access to Member benefits and services beyond the scope of County program(s), including services provided or arranged for by County.

i. County Foster Care PHNs, County-assigned probation officers, Community Health Workers, HCPCFC PHNs, child welfare case workers, and other county staff and/or secondary case managers, as applicable, should assist Members in accessing ECM, and, as appropriate, refer youth and children involved in child welfare to MCP for ECM.

b. **Oversight Responsibility.** The Director, CFWB, the designated County Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing compliance with this MOU. The County Responsible Person serves, or may designate a person to serve, as the designated County Liaison, the point of contact and liaison with MCP. The County Liaison is listed in Exhibit A of this MOU. County may designate one or more liaisons by program or service line. County must notify MCP of changes to the County Liaison as soon as reasonably practical but no later than the date of change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out MCP's responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out 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. MCP will share the training with County. 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 all such persons or entities performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County services to their Network Providers.

b. In accordance with health education standards as required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by County. MCP will provide County an opportunity to review the materials only. 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 County, 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.

7. Referral Process.

a. MCP Child Welfare Liaison and County Responsible Person will collaboratively identify referral pathways for child welfare involved children and families to promote timely access to MCP covered services.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

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

ii. The Parties must discuss and address individual care planning and coordination issues or barriers to care coordination efforts at least quarterly.

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

iv. MCP and County must collaborate to ensure that Members receiving County CFWB Services continue to receive all Medically Necessary Covered Services, including, without limitation, dental, behavioral, and developmental services, when they move to a new location or they transition or age out of receiving County CFWB Services. MCP and County will collaborate to include and coordinate relevant services to parents/caregivers who also share the same MCP, including but not limited to behavioral health services like family therapy, ECM, and Community Supports to address social determinants of health that likely impact the entire family.

v. MCP must have processes for ensuring the continuation of Basic Population Health Management, as defined in the CalAIM Population Health Management Policy Guide and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP for Members receiving County CFWB Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

vi. MCP's policies and procedures must include processes for coordinating with County to ensure Members receive ECM, CCM, and/or Community Supports and/or other case management services for which they may qualify.

vii. MCP must ensure Members' Medical Records are readily accessible and up to date for Members transitioning or aging out of receiving County CFWB services.

b. **Coordination of Medi-Cal for Kids and Teens Services (See APL 23-005 for Additional Guidance).**
   i. Where MCP and County have overlapping responsibilities to coordinate services for Members under age 21, MCP must do the following:
      1. Assess the Member's medical and/or behavioral health needs, or follow the Member's physician's or licensed behavioral health professional's recommendations, for Medi-Cal for Kids and Teens Medically Necessary Covered Services;
      2. Determine what types of services (if any) are being provided by County, or other third-party programs or services;
      3. Coordinate the provision of services with County to ensure that MCP and County are not providing or ensuring the provision of duplicative services and that the Member is receiving all Medically Necessary Medi-Cal for Kids and Teens services within 60 calendar days following the preventive screening or other visit identifying a need for treatment, whether or not the services are Covered Services under the Medi-Cal Managed Care Contract. All Medi-Cal for Kids and Teens services are Covered Services unless expressly excluded under the Medi-Cal Managed Care Contract;
      4. Notify the appropriate child welfare case worker and HCPCFC PHN if the Member (or parent, legal guardian, or caregiver) when the Member refuses services or is unable to be reached to ensure County has information necessary to inform investigations, guide County placement decisions, and/or alert County staff to issues of safety or neglect; and
      5. Notify the appropriate child welfare case worker and HCPCFC PHN at the assumption of care to ensure that the appropriate person is aware of all services being provided to the Member.

c. **Care Coordination for Youth and Children in Foster Care and their Families/Caregivers.**
   i. MCP must implement policies and procedures to track Members receiving County CFWB Services by maintaining an up-to-date database of Members who are involved with child welfare and/or foster care as identified by the CDSS in collaboration with MCP. MCP shall work with the County to identify and track any children and youth and their families served by the County Family Maintenance program (with or without court involvement) and who are referred for services.
   ii. The MCP-County Liaison must oversee coordination of care for Members receiving County CFWB Services by:
      1. Ensuring that each Member is assessed for medical and behavioral health needs;
      2. Ensuring that each Member's needs as defined under Medi-Cal for Kids and Teens services have been met through the provision of a care plan and warm hand offs to appropriate Providers. If services are needed, the first encounter must occur without unnecessary delay and in accordance with clinical standards (e.g., AAP Bright

Futures Periodicity Schedule, Advisory Committee on Immunization Practices vaccination schedule). This includes collaborating with Providers, foster caregivers, and HCPCFC PHN as necessary to ensure medical and dental exams are provided within 30 calendar days in accordance with the Child Welfare Services Manual Division 31.206.36;

3. Notifying group homes, Short Term Residential Therapeutic Programs, child welfare case worker, HCPCFC staff, and foster parents of Members regarding MCP and County services when a Member is placed outside MCP's Service Area;
4. Informing all Members of transportation resources available, as needed, and offering transportation information and resources, as needed, to Members, such as how Members can access non-emergency medical transportation for Medi-Cal services, which include, but are not limited to, appointments and medication, medical equipment, and supplies pickup;
5. Upon request by County or a Network Provider, facilitating scheduling of medical appointments and referrals for dental services for Members;
6. Informing Network Providers about the availability of benefits, including dental benefits, such as assisting Members with scheduling appointments, including behavioral health appointments, and arranging non-emergency medical transportation for Medi-Cal services; and
7. Upon request, providing information regarding the Member's Primary Care Physician ("PCP") or other Network Provider to County to assist with coordination of care.

iii. County should, when requested by Members (or Members' parent(s) or legal guardian(s) and/or caregiver(s) of foster children), assist Members ages 0-21 years with scheduling appointments for medical services through their assigned PCP and/or alert MCP of barriers to Members' access to services.

d. **Care Coordination for Specialty Mental Health Services and Substance Use Disorder Services for Youth and Children, Non-Minor Dependents, Enrolled Member Parents and Caregivers of Youth and Children Involved in CFWB**

i. MCP and County must coordinate to ensure that Members receiving County CFWB Services are directly referred to County's MHP for an SMHS assessment pursuant to BHIN 21-073 if they, or an individual acting on their behalf, contacts the MCP access line or the MHP seeking help.

ii. MCP must ensure that Members are provided with all Medically Necessary Covered Services, as identified by the assessments and communicated to MCP, in a timely and coordinated manner and in accordance with DHCS APLs 22-005, 22-006, and 22-028 or other forthcoming instructions.

iii. The Parties must develop a process for coordinating care for Members receiving County CFWB Services who are eligible for or are concurrently receiving Non-Specialty Mental Health Services ("NSMHS") and SMHS

consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

iv. MCP must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access NSMHS and SMHS through multiple pathways and are not turned away based on which pathway they rely on, including but not limited to adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

v. The Parties will share policies and procedures (or guidelines and education) for linking parents and/or caregivers who are also their enrolled members to Medi-Cal reimbursable court-ordered services **or** any medically necessary MCP service**,** such as non-specialty mental health services. These policies and procedures (or guidelines and education) will also describe coordination around Medi-Cal services that can help prevent entry to Child Welfare, such as such as Community Health Workers, CS, ECM, mental health, and primary care.

e. **Care Coordination for Children's Temporary Shelter Care Facility (Polinsky Children's Center).**

i. Medical services are provided at Polinsky Children's Center (PCC) to minors through a contractual agreement between the County Health and Human Services Agency (HHSA) and a Contracted Provider (Provider). HHSA shall notify MCP who the Provider is. Medical services are provided at PCC through the Provider's Specialty and Hospital Network.

ii. Since the average length of stay at PCC should be less than ten days, minors admitted to PCC, who are enrolled in an MCP, need not be dis-enrolled from that MCP. MCP agrees to reimburse the Provider and Provider's Specialty and Hospital Network for all medical services provided to minors at PCC who are active MCP members. MCP agrees to serve as the single point of contact for reimbursement, health care issues, information exchange, and any other issues that might affect their members.

iii. **Confidentiality.**

1. Provider and MCP shall comply with California Civil Code (CCC) Sections 56.10 through 56.16, specifically Section 56.10(c) Paragraphs (1)-(15), with regard to the exchange of medical information between Provider and MCP, MCP's representatives, and MCP's medical staff.
2. Provider and MCP must only exchange medical information regarding a minor at PCC. Any information regarding reason for stay, forensic data collected on the minor, social work reports, police reports, etc., shall not be disclosed.
3. In the rare instance where a minor must remain anonymous, the minor shall be dis-enrolled from MCP and no information shall be forthcoming regarding any treatment of said minor.
4. MCP must treat all information provided by Provider for follow up care and billing regarding medical care a minor received during their stay

at PCC as confidential. Release of medical information regarding a minor's medical care during their stay at PCC to the Primary Care Physician, Specialty Physicians, billing staff, and other staff members at MCP must be done in accordance with CCC Sections 56.10 through 56.16. Recipients of said information cannot release medical information regarding a minor at PCC to a third party unless otherwise stipulated in CCC Sections 56.10 through 56.16.

iv. **Transfer of Medical Records.**
   1. Provider must disclose medical information to MCP regarding a minor's health related care at PCC and any need for ongoing care on a Discharge Summary Form subject to all safeguards for any pending court activities. Only medical information shall be disclosed on the Discharge Summary Form.
   2. Release of medical information between Provider and MCP regarding a minor at PCC, is governed by CCC Sections 56.10 through 56.16. Exchanged medical information between Provider and MCP regarding a minor at PCC cannot be released to a third party unless otherwise stipulated in CCC Sections 56.10 through 56.16.

v. **Exchange of Information.**
   1. Provider must forward to MCP-County Liaison a copy of the Discharge Summary Form routinely given to foster parents, relatives, and parents containing information regarding medical services provided for a minor at PCC.
   2. Provider and MCP-County Liaison must be available for consultation to facilitate the exchange of medical information necessary for care coordination and notify the other party for any changes that will impact the language in Section 8.e.
   3. If requested by Provider, MCP must provide medical information needed for care provided for a minor at PCC.

vi. **Liaisons.**
   1. Provider and MCP must appoint a staff member to serve as a liaison to coordinate activities between Provider and MCP and address issues of confidentiality, release of information, claim submissions, or any issue that may require resolution.

vii. **Identification of Minor's MCP.**
   1. HHSA must identify a minor's MCP, as information becomes available to do so.
   2. MCP must assist Provider in identifying a minor's Primary Care Physician and/or any Specialist(s) involved with the minor's ongoing health care issues.

viii. **Health Assessment and Primary Care Services.**
   1. Provider must conduct a health assessment for each minor admitted to PCC no later than 24 hours after admission to PCC.
   2. Provider must provide comprehensive primary care services, covered by Medi-Cal, to all minors at PCC who have/given consent.

ix. **Specialty Care Services.**
   1. Provider must use Provider's Specialty and Hospital Network for provision of Specialty Services outside the scope of PCC.

x. **Chronic Care Services.**
   1. HHSA shall be responsible for transporting a minor to MCP's Service Provider(s).
   2. In the event a minor with chronic medical problems is admitted to PCC, Provider must make reasonable efforts to refer the minor to MCP for Chronic Care Services.
   3. If no MCP is identified, Provider must use Provider's Specialty and Hospital Network for such services. Once MCP is identified, any need for ongoing care following discharge will be forwarded to MCP, if needed.
   4. MCP must assist with identification of MCP's Service Provider(s) and facilitate referrals.

xi. **Pregnancy Care Services.**
   1. Provider must notify MCP once a minor's pregnancy is diagnosed, so that prenatal care can be provided. If the minor already has an identified Specialist from MCP's Physician Panel, the services will be continued with that physician if it is not geographically impractical nor an emergent situation; otherwise, the minor will be referred to Provider's Specialty and Hospital Network.
   2. If no MCP Specialist is identified, Provider must use Provider's Specialty and Hospital Network for such services. Once an MCP Specialist is identified, any need for ongoing care following discharge will be forwarded to MCP, if needed.

xii. **Emergency Care Services and Urgent Care Services.**
   1. HHSA shall be responsible for transporting a minor from PCC to an emergency department, when medically appropriate.
   2. Provider shall refer a minor in need of urgent care services to Provider's Specialty and Hospital Network.
   3. Provider will coordinate with HHSA when they need to access emergency transportation or call emergency transportation themselves.

xiii. **Emergency Transport Care Services.**
   1. Provider shall be responsible for transporting a minor to a care provider via emergency transport service, when medically necessary.

xiv. **California Children's Services (CCS)-Eligible Conditions or Any Other Community-Based Programs (CBP).**
   1. Provider must provide primary care services to a minor with previously identified CCS conditions.
   2. Provider must refer a minor to CCS Service Provider for medical needs associated with the minor's CCS condition.
   3. Provider must make referrals to CCS within 24 hours of becoming aware of a minor's CCS-eligible condition(s).
   4. If a minor participates in a CBP for a chronic medical condition and

HHSA can identify such, Provider will refer the minor to CBP, when necessary.

xv. **Transfer of Care After Release from PCC.**

1. Provider must provide medical information and any need for ongoing services on a Discharge Summary Form, which shall be given to the minor's family/guardian and MCP-County Liaison.
2. Provider's medical staff shall be available to MCP and MCP's Service Providers for consultation.
3. MCP, upon receiving notification from PCC, shall be responsible for informing a minor's Primary Care Physician regarding any need for ongoing care and all health care services provided to the minor while at PCC.
4. MCP must resume full responsibility for the provision of a minor's medical care once released from PCC.

xvi. **Admission to Hospital for Emergency Care Services.**

1. If a minor is admitted to a hospital for emergency care services, Provider will notify MCP of minor's hospitalization.
2. Upon discharge from PCC, Provider must provide medical information and any need for ongoing services on a Discharge Summary Form, which shall be given to the minor's family/guardian and MCP-County Liaison.
3. Provider's medical staff shall be available to MCP and MCP's Service Providers for consultation.

xvii. **Admission to Hospital for Pregnancy Care Services.**

1. Provider must refer a pregnant minor requiring hospital evaluation and/or admission to identified MCP's Hospital. If no MCP is identified, Provider must use Provider's Specialty and Hospital Network for such services.
2. In an emergency, Provider will access transportation for a minor to an emergency department for pregnancy care services and will notify the minor's MCP of the minor's admittance to a hospital when applicable.
3. MCP must accept billing from Provider and/or Provider's Specialty and Hospital Network for all services provided by PCC with identifying data of the minor.
4. MCP must reimburse Provider and/or Provider's Specialty and Hospital Network at fee-for-service (FFS) Medi-Cal rates or, if a contract is in place, at contracted rates for all services provided at PCC.
5. MCP-County Liaison must provide information regarding all services provided at PCC or through the Provider's Specialty and Hospital Network, including hospitalization, and any need for ongoing care to the minor's Primary Care Physician when notified by Provider.

xviii. **Claim Submission for Primary Care Services.**

1. Provider must submit claims for Primary Care Services on a Health Insurance Claim Form (CMS-1500). Specific requirements include:

Box 23 to state “Not Required-Primary Care”; Box 25 to state the County’s Federal Tax Identification Number; Box 32 to state the address of PCC; and Box 33 to state the remittance address.

2. Provider agrees to submit claims for comprehensive primary care and health assessment services under Section 8.e.viii. rendered at PCC within 180 days of service for 100% reimbursement and 2 tiers of extended periods up to one year at reduced reimbursement levels. Reference: Welfare & Institutions Code § 14115.
3. MCP must reimburse Provider within 45 calendar days of receipt of clean claim.
4. MCP must reimburse Provider for comprehensive primary care and health assessment services under Section 8.e.viii. rendered at PCC at FFS Medi-Cal rates.
5. MCP must provide an Explanation of Benefits (“EOB”) with payment.
6. MCP must reimburse Provider according to all State and Local Statutes that govern such payments.

xix. **Claim Submission for Specialty Care Services.**

1. Provider’s Specialty and Hospital Network must submit claims for Specialty Care Services on a Health Insurance Claim Form (CMS-1500). Specific requirements include: Box 23 to state “Polinsky”.
2. Provider’s Specialty and Hospital Network agree to submit claims for services provided under Sections 8.e.ix. through 8.e.xii. and Sections 8.e.xvi. through 8.e.xviii. within 120 days of service.
3. MCP must reimburse Provider within 45 calendar days of receipt of clean claim.
4. MCP must reimburse Provider’s Specialty and Hospital Network for services provided to minors at PCC at FFS Medi-Cal rates, or if a contract is in place, at contracted rates.
5. MCP must provide an EOB with payment.
6. MCP must reimburse Provider’s Specialty and Hospital Network according to all State and Local Statutes that govern such payments.

xx. **Claim Submission for Ancillary Care Services.**

1. Provider performs CLIA (Clinical Laboratory Improvement Amendment) waived laboratory and developmental assessment performed at and billed by PCC testing. Additional ancillary services are provided by Provider’s Specialty and Hospital Network. MCP shall request a list of such additional services.
2. Provider’s Ancillary Network must submit claims for reimbursement on a Health Insurance Claim Form (CMS-1500). Specific requirements include: Box 23 to state “Polinsky”.
3. Provider’s Ancillary Network agrees to submit claims for services provided under Section 8.e.xxii. within 120 days of service.
4. MCP must reimburse Provider’s Ancillary Network within 45 calendar days of receipt of clean claim.
5. MCP must reimburse Provider’s Ancillary Network for services provided to minors at PCC at FFS Medi-Cal Rates, or if a contract is

in place, at contracted rates.

6. MCP must provide an EOB with payment.
7. MCP must reimburse Provider's Ancillary Network according to all State and Local Statutes that govern such payments.

xxi. **Claim Submission for Provider's Specialty and Hospital Network.**

1. Provider's Specialty and Hospital Network must submit claims for Specialty Care Services, Chronic Care Services, Pregnancy Care Services, Emergency Room Services, Urgent Care Services, Emergency Transport Care Services, Hospital Care Services, Laboratory Services, Radiology Services, Pharmacy, and other Ancillary Services on a UB-04 Form (CMS-1450). Specific requirements include: Box 1 to state Provider's Remittance address; Box 5 to state Provider's Federal Tax Identification Number; Box 63 A to state "Polinsky Center"; and Box 84 to state the comment, "This is at Polinsky, per agreement no auth needed."
2. Provider's Specialty and Hospital Network agrees to submit claims for services provided under Sections 8.e.ix. through 8.e.xiii., Sections 8.e.xvi. through 8.e.xviii., and Sections 8.e.xx. through 8.e.xxi. within 120 days of service.
3. MCP must reimburse Provider's Hospital Network within 45 calendar days of receipt of clean claim.
4. MCP must reimburse Provider's Specialty and Hospital Network for services provided to minors at PCC at FFS Medi-Cal Rates, or if a contract is in place, at contracted rates.
5. MCP must provide an EOB with payment.
6. MCP must reimburse Provider's Specialty and Hospital Network according to all State and Local Statutes that govern such payments.

xxii. **Claim Denials and Appeals.**

1. In the event that a claim is denied, Provider and Provider's Specialty and Hospital Network have 180 days from receipt of EOB to file an appeal.
2. Provider and Provider's Specialty and Hospital Network shall follow the appeals process of MCP.
3. MCP must notify Provider and Provider's Specialty and Hospital Network of denied claims, explain the reason for denial, and offer Provider an opportunity to submit additional information for reconsideration of the claim.
4. MCP must provide a copy of their appeals process to Provider and Provider's Specialty and Hospital Network.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement activities, Quality Improvement outcomes, systemic and case-specific concerns, and communicating with others within their organizations about such activities. These meetings may be conducted

virtually.

i. 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.

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

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

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

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

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

a. **Data and/or Information Exchange.** MCP must, and County 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 sharing authorization documentation and Member demographic, contact, behavioral, and physical health information; CANS data; diagnoses; relevant physical assessments and screenings for adverse childhood experiences; medications prescribed; documentation of social or environmental needs identified; individual nursing

service plan ("INSP")/Case Plan; and known changes in condition that may adversely impact the Member's health and/or welfare; and, if necessary, obtaining Member consent. To the extent permitted under applicable law, the Parties must share any available data, including but not limited to, Member demographic information, behavioral and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results (as available), referrals/discharges to/from inpatient or crisis services, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services. The minimum necessary data elements to be shared as agreed upon by the Parties are set forth in Exhibit M of this MOU. The Parties must annually review and, if appropriate, update Exhibit M of this MOU to facilitate sharing of information and data.

i. MCP must implement processes and procedures to ensure the Medical Records of those Members receiving County CFWB Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population's complex needs remain met once Members are no longer involved with County CFWB and/or foster care. Understanding that investigations of abuse and neglect often require medical records, County release of information form shall be acceptable by MCP and health entities; MCP will make efforts to facilitate records release to County to reach mandated 30 day emergency referral investigation period.

ii. MCP must share the necessary information with County to ensure the County Liaison is made aware of Members who are enrolled in ECM and/or Community Supports and (i) are receiving County CFWB Services; (ii) have been involved with foster care in the past 12 months; (iii) are eligible for and/or enrolled in the Adoption Assistance Program; or (iv) have received Family Maintenance services in the past 12 months, in order to improve collaboration between County and ECM to help ensure Members have access to all available services.

iii. MCP must collaborate with County to develop processes and implement strategies to ensure their systems share data, and work together to improve outcomes that require collaboration across systems, including process measures (such as appropriate cross-sector attendance at Child and Family Teams Meetings), utilization measures (such as timely and appropriate access to Medi-Cal for Kids and Teens services for each Member), and outcome measures (such as shorter intervals until placement stability, shorter time to reunification, social drivers of health disparity gap closure).

b. **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 County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, County and MCP must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other time 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 County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to the CDSS. 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 otherwise set forth in local, State, and/or federal law.

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

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 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 10 Working Days of receipt of the request.
    c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice

Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP 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. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to the County for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

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

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between County 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 County 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.

Exhibit C – In-Home Supportive Services

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP and who are receiving, or are potentially eligible to receive, In-Home Supportive Services ("IHSS") ("Members") are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive IHSS in a timely manner pursuant to existing State requirements, and that IHSS is coordinated with medical services and long-term services and supports ("LTSS") to promote the health and safety of Members.

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.
   a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
   b. "MCP-IHSS Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-IHSS 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. "MCP-LTSS Liaison" means the person or persons designated by the MCP to provide assistance to support care coordination and transitions from institutional settings as defined by All-Plan Letter ("APL") 23-004 or any subsequent guidance.
   d. "IHSS Responsible Person" means the person designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section 5 of this MOU.
   e. "IHSS Liaison" means County's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 5 of this MOU. The IHSS Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, collaborate and participate in quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the IHSS Responsible Person as appropriate.

2. **Term.** This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 14.c of this MOU, or as amended in accordance with Section 14.f of this MOU.

3. **Services Covered by This MOU.** This MOU governs the coordination of care between County and MCP for Members who may be eligible for and/or are receiving IHSS.

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, providing information necessary to assist Members or their Authorized Representatives in referring themselves to County for IHSS, and coordinating services and other related Medi-Cal LTSS provided by MCP and other providers of carve-out programs, services, and benefits.
   b. **Oversight Responsibility.** The Regional Director, MOU Implementation, 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 County, 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 County are invited to participate in the MOU engagements, as appropriate;
      v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers;
      vi. Designate the person or persons at the MCP to serve as the MCP-LTSS Liaison pursuant to APL 23-004; and
      vii. Serve, or may designate a person at MCP to serve, as the MCP-IHSS Liaison, the point of contact and liaison with County. The MCP-IHSS Liaison is listed in Exhibit A of this MOU. The MCP-IHSS Liaison functions may be assigned to the MCP-LTSS Liaison as long as the MCP-LTSS Liaison meets the training requirements and has the expertise to work with the IHSS Responsible Person, in accordance with DHCS APL 23-004 or any subsequent version of the APL and Section 6 of this MOU. MCP must notify County of any changes to the MCP-IHSS Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.
   c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors,

Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. County Obligations.

a. **Provision of Services.** County is responsible for assessing, approving, and authorizing each Member's initial and continuing need for IHSS pursuant to California Welfare and Institutions Code Section 12300.

b. **Oversight Responsibility.** The Deputy Director, Aging & Independence Services, is the designated IHSS Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing County's compliance with this MOU. The IHSS Responsible Person serves, or may designate a person to serve, as the designated IHSS Liaison, the point of contact and liaison with MCP. The IHSS Liaison is listed in Exhibit A of this MOU. County must notify MCP of changes to the IHSS Liaison as soon as reasonably practical but no later than the date of 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 thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County IHSS to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide County, Members, and Network Providers with educational materials related to accessing Covered Services, including for services provided by County.

c. MCP must provide County, 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.

d. MCP, in collaboration with County, must ensure that the MCP-IHSS Liaison is sufficiently trained on IHSS assessment and referral processes and providers, and on how MCP and Primary Care Providers can support IHSS eligibility applications and coordinate care across IHSS, medical services, and LTSS. This includes training on IHSS referrals for Members in inpatient and Skilled Nursing Facility ("SNF") settings as a part of Transitional Care Service requirements, to support safe and stable transitions to home and community-based settings.

7. **Referrals.**
   a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to County for IHSS and/or MCP for the appropriate services.
   b. For Members who may be eligible to receive IHSS, who desire IHSS but are not currently receiving IHSS, MCP must submit Member referrals to IHSS using a patient-centered, shared decision-making process.
   c. If MCP learns that a Member who is currently receiving IHSS has a condition that has changed, MCP must advise that Member to contact the County IHSS Office to conduct an eligibility determination for IHSS.
   d. County should refer Members to MCP for MCP's Covered Services, as well as any CS services or care management programs for which Members may qualify, such as ECM or CCM. However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.
   e. If County is notified that an existing IHSS participant has had a change of condition, County must follow up to determine if a reassessment of IHSS is needed.

8. **Care Coordination and Collaboration.**
   a. **Care Coordination.**
      i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.
      ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.
      iii. MCP must have policies and procedures in place to maintain collaboration with County and to identify strategies to monitor and assess the effectiveness of this MOU.
      iv. MCP's policies and procedures must include:
         1. Processes for coordinating with County that ensure there is no duplication of services for Members enrolled in ECM, CS, and other Covered Services through IHSS and that services (such as ECM, CS, and IHSS) are provided in a coordinated and complementary manner. IHSS eligibility does not preclude eligibility for ECM and CS;
         2. Processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medi-Cal benefits to be provided or arranged for by MCP while Members receive IHSS; and
         3. Processes for outreach and coordination with County (and, to the extent possible, Members and IHSS) for Members identified by DHCS as receiving IHSS.
      v. MCP must assess Members transferring from one care setting or level of care to another, such as from a hospital or an SNF to the home or community, and provide IHSS referral information to Members as appropriate and supporting documentation to County if Members or their Authorized Representatives self-refer to IHSS, as appropriate, as a part of

Transitional Care Service requirements in accordance with All-County Letter No.: 02-68, All-County Information Notice No.: I-43-06, or any subsequent or superseding guidance.

vi. County should provide Members and their Authorized Representatives, with approval of Members, with information on how to assist Members with obtaining MCP's Covered Services, including any CS or care management programs for which they may qualify, such as ECM or CCM.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. 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 IHSS Responsible Person and appropriate IHSS 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 County, such as local county meetings, local community forums, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

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

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing

regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and County 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. To the extent permitted under applicable law, the Parties must share, at a minimum, behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit M of this MOU. The Parties must annually review and, if appropriate, update Exhibit M of this MOU to facilitate sharing of information and data. The Parties are not required to obtain specific signed releases of information to exchange Member data for the purpose of sending and receiving referrals.
    i. MCP must coordinate with County to receive population data regarding IHSS for Members to enable MCP to have more accurate and precise measurements of health risks and disparities within MCP's Member population, as required by the CalAIM Population Health Management Policy Guide.
    ii. MCP must, and County is encouraged to, share information necessary to facilitate referrals as described in Section 7 of this MOU and provide ongoing care coordination as described in Section 8 of this MOU. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in Exhibit M of this MOU.
    iii. MCP must share information with County that is necessary for the IHSS Liaison to identify which Members are also receiving ECM and/or CS, to assist Members with accessing all available services.
b. **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 ("API") 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 IHSS 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 County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to the CDSS. 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 otherwise set forth in local, State, or federal law.

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

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 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 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP 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. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to the County for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

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

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between County 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 County 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.

Exhibit D – Substance Use Disorder Treatment Services

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter ("APL") 22-005, APL 23-029, and subsequently issued superseding APLs, and County Behavioral Health Services ("DMC-ODS Plan") is required to enter into this MOU under the DMC-ODS Intergovernmental Agreement Exhibit A, Attachment I, Behavioral Health Information Notice ("BHIN") 23-001, BHIN 23-057 and any subsequently issued superseding BHINs, to ensure that Medi-Cal Members enrolled in MCP who are served by DMC-ODS Plan ("Members") are able to access and/or receive substance use disorder ("SUD") services in a coordinated manner from MCP and DMC-ODS Plan;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of 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.
   a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with DMC-ODS Plan and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
   b. "MCP-DMC-ODS Plan Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS Plan as described in Section 4 of this MOU. The MCP-DMC-ODS Plan Liaison must ensure the appropriate communication and care coordination is 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. "DMC-ODS Plan Responsible Person" means the person designated by DMC-ODS Plan to oversee coordination and communication with MCP and ensure DMC-ODS Plan compliance with this MOU as described in Section 5 of this MOU.
   d. "DMC-ODS Plan Liaison" means DMC-ODS's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS Plan as described in Section 5 of this MOU. The DMC-ODS Plan 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 DMC-ODS Plan Responsible Person and/or DMC-ODS Plan compliance officer as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS Plan, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS Plan, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.

g. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS Plan, means a subcontractor of a DMC-ODS Plan Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 14.c of this MOU, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between DMC-ODS and MCP for the provision of SUD services as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC-ODS Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

4. MCP Obligations.

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

b. **Oversight Responsibility.** The Regional Director, MOU Implementation, the designated MCP Responsible Person, listed on 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 DMC-ODS Plan, 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 level 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 DMC-ODS Plan are invited to participate in the MOU engagements, as appropriate;
v. Ensure training and education regarding MOU provisions are conducted annually 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-DMC-ODS Plan Liaison, the point of contact and liaison with DMC-ODS Plan. The MCP-DMC-ODS Plan Liaison is listed in Exhibit A of this MOU. MCP must notify DMC-ODS Plan of any changes to the MCP-DMC-ODS Plan Liaison in writing as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

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

5. DMC-ODS Plan Obligations.

a. **Provision of DMC-ODS Plan Services.** DMC-ODS Plan is responsible for providing or arranging covered SUD services.
b. **Oversight Responsibility.** The Administrator, Health Plan Operations, Behavioral Health Services, the designated DMC-ODS Plan Responsible Person, listed on Exhibit A of this MOU, is responsible for overseeing DMC-ODS Plan's compliance with this MOU. The DMC-ODS Plan Responsible Person serves, or may designate a person to serve, as the designated DMC-ODS Plan Liaison, the point of contact and liaison with MCP. The DMC-ODS Plan Liaison is listed on Exhibit A of this MOU. The DMC-ODS Plan Liaison may be the same person as the DMC-ODS Plan Responsible Person. DMC-ODS Plan must notify MCP of changes to the DMC-ODS Liaison as soon as reasonably practical but no later than the date of change. The DMC-ODS Plan Responsible Person must:
i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;
ii. Report on DMC-ODS Plan's compliance with the MOU to DMC-ODS Plan's compliance officer no less frequently than quarterly. The compliance officer is responsible for MOU compliance oversight and reports as part of DMC-ODS Plan's compliance program and must address any compliance deficiencies in accordance with DMC-ODS Plan's compliance program policies;
iii. Ensure there is sufficient staff at DMC-ODS Plan to support compliance with and management of this MOU;
iv. Ensure the appropriate levels of DMC-ODS Plan leadership (i.e., persons with decision-making authority) are involved in implementation and

oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

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

vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC-ODS Plan, and reporting to the DMC-ODS Plan Responsible Person.

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

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, 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, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC-ODS Plan services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by DMC-ODS Plan.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and DMC-ODS Plan services may be accessed, including during nonbusiness hours.

d. The Parties must together develop training and education resources covering the services provided or arranged by the Parties, and each Party must share their training and educational materials with the other Party to ensure the information included in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and DMC-ODS Plan policies and procedures, and with clinical practice standards.

7. **Screening, Assessment, and Referrals.**
   a. **Screening and Assessment.**
      i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC-ODS Plan services.
      ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:
         1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines;
         2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings;
   b. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC-ODS Plan services.
      i. The Parties must facilitate referrals to DMC-ODS Plan for Members who may potentially meet the criteria to access DMC-ODS Plan services and ensure DMC-ODS Plan has procedures for accepting referrals from MCP.
      ii. MCP must refer Members using a patient-centered, shared decision-making process.
      iii. MCP must develop and implement an organizational approach to the delivery of services and referral pathways to DMC-ODS Plan services.
      iv. DMC-ODS Plan must refer Members to MCP for Covered Services, as well as any CS services or care management programs for which they may qualify, such as ECM or CCM. If DMC-ODS Plan is an ECM Provider, DMC-ODS Plan provides ECM services pursuant to that separate agreement between MCP and DMC-ODS Plan for ECM services; this MOU does not govern DMC-ODS Plan's provision of ECM.
      v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.
      vi. MCP must have a process by which MCP accepts referrals from DMC-ODS Plan staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to DMC-ODS Plan, the provider, or the self-referred Member, respectively; and
      vii. DMC-ODS Plan must have a process by which DMC-ODS Plan accepts referrals from MCP staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to MCP, the provider, or the self-referred Member, respectively.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

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

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain cross-system collaboration with DMC-ODS Plan and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. The Parties must implement policies and procedures that align for coordinating Members' care that address:

1. The requirement for DMC-ODS Plan to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or CS;
2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;
3. A process for how MCP and DMC-ODS Plan will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;
4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
5. A process for how MCP and DMC-ODS Plan will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;
6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;
7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and
8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC-ODS Plan will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home-or community-based settings, level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.
2. For Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS Plan is the primary payer, DMC-ODS Plan is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS Plan, MCP is responsible for ensuring transitional care coordination as required by Population Health Management, including, but not limited to:
    a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC-ODS Plan in accordance with Section 11.a.iii. of this MOU;
    b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);
    c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;
    d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or CS, and enrolling the Member in the program as appropriate;
    e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and
    f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the CalAIM Population Health Management Policy Guide.
3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC-ODS Plan services;
4. For inpatient residential SUD treatment provided by DMC-ODS Plan or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

vi. **Clinical Consultation.** The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

vii. **Enhanced Care Management.**

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus ("POF") definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children POF) must be consistent with DHCS guidance regarding ECM, including:
   a. That MCP prioritize assigning a Member to a DMC-ODS Plan Provider as the ECM Provider if the Member receives DMC-ODS Plan services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions; and
   b. That the Parties implement a process for DMC-ODS Plan Providers to refer their patients to MCP for ECM if the patients meet POF criteria.
2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS Plan care coordination. Members receiving DMC-ODS Plan care coordination can also be eligible for and receive ECM.
3. MCP must have written processes for ensuring the non-duplication of services for Members receiving ECM and DMC-ODS Plan care coordination.

viii. **Community Supports.** Coordination must be established with applicable CS providers under contract with MCP, including:

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC-ODS Plan protocols;
2. Identification of the CS covered by MCP; and
3. A process specifying how DMC-ODS Plan will make referrals for Members eligible for or receiving CS.

ix. **Prescription Drugs.** The Parties must develop a process for coordination between MCP and DMC-ODS Plan for prescription drug and laboratory, radiological, and radioisotope service procedures, including a process for referring eligible Members for SUD services to a Drug Medi-Cal-certified program or a DMC-ODS Plan program in accordance with the Medi-Cal Managed Care Contract.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communicating with others within their

organizations about such activities. These meetings may be conducted virtually.

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

c. The Parties each must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties 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, at meetings or engagements to which MCP is invited by DMC-ODS Plan, such as local county meetings, local community forums, and DMC-ODS Plan engagements, to collaborate with DMC-ODS Plan in equity strategy and wellness and prevention activities.

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

11. **Data Sharing and Confidentiality.** The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable State and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.

    a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC-ODS Plan must 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, including behavioral health and physical health data;

maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit M of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results (as available), referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit M of this MOU to facilitate sharing of information and data. DMC-ODS Plan and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC-ODS Plan Provider is serving as an ECM Provider;
ii. A process for DMC-ODS Plan to send regular frequent batches of referrals to ECM and CS to MCP in as close to real time as possible;
iii. A process for DMC-ODS Plan to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC-ODS Plan (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8.a.v.3.
iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., DMC-ODS Plan alerts MCP of uses of SUD crisis intervention); and
v. A process for MCP to send admission, discharge, and transfer data to DMC-ODS Plan when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for DMC-ODS Plan to receive this data. This process may incorporate notification requirements as described in Section 8.a.v.3.

b. **Behavioral Health Quality Improvement Program**. If DMC-ODS Plan is participating in the Behavioral Health Quality Improvement Program, then MCP and DMC-ODS Plan are encouraged to execute a DSA. If DMC-ODS Plan and MCP have not executed a DSA, DMC-ODS Plan must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.
c. **Interoperability.** MCP and DMC-ODS Plan must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint

on MCP's and DMC-ODS Plan's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

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. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and DMC-ODS Plan must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations 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. Disputes between MCP and DMC-ODS Plan that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS Plan to DHCS.

b. Unless otherwise determined by the Parties, the DMC-ODS Plan Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.

c. MCP must monitor and track the number of disputes with DMC-ODS Plan where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. Until the dispute is resolved, the following provisions must apply:
   i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or
   ii. When the dispute concerns MCP's contention that DMC-ODS Plan is required to deliver SUD services to a Member and DMC-ODS Plan has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS Plan, MCP must manage the care of the Member under the terms of its contract with the State, including providing or arranging and paying for those services until the dispute is resolved.
   iii. When the dispute concerns DMC-ODS Plan's contention that MCP is required to deliver physical health care-based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC-ODS Plan is responsible for providing or arranging and paying for those services until the dispute is resolved.

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

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

14. **General.**
    a. **MOU Posting.** MCP and DMC-ODS Plan must each post this executed MOU on its website.
    b. **Documentation Requirements.** MCP and DMC-ODS Plan must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and DMC-ODS Intergovernmental Agreement. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 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 and DMC-ODS Plan may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.
    e. **Annual Review.** MCP and DMC-ODS Plan must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to DMC-ODS Plan for consideration and discussion. MCP and DMC-ODS Plan must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs 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, DMC-ODS Intergovernmental Agreement, any subsequently issued superseding APL, BHINs, or guidance, 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 DMC-ODS Plan 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 DMC-ODS Plan 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.

Exhibit E – Specialty Mental Health Services

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letters ("APL") 18-015, 22-005, 22-006, 22-028, and County Behavioral Health Services ("MHP") is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23-056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

WHEREAS, the Parties desire to ensure that Members receive MHP services in a coordinated manner and to provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of 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.
   a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
   b. "MCP-MHP Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 4 of this MOU. The MCP-MHP Liaison must ensure the appropriate communication and care coordination is 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. "MHP Responsible Person" means the person designated by MHP to oversee coordination and communication with MCP and ensure MHP's compliance with this MOU as described in Section 5 of this MOU.
   d. "MHP Liaison" means MHP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 5 of this MOU. The MHP 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 MHP Responsible Person and/or MHP compliance officer as appropriate.
   e. "Network Provider" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains

to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

g. "Downstream Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, means a subcontractor of a MHP Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 14.c of this MOU, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between MCP and MHP for Non-Specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP's Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Regional Director, MOU Implementation, 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 MHP, 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 a sufficient staff at MCP who support compliance with and management of this MOU;

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

v. Ensure training and education regarding MOU provisions are conducted annually 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-MHP Liaison, the point of contact and liaison with MHP. The MCP-MHP Liaison is listed in Exhibit A of this MOU. MCP must notify MHP of any changes to the MCP-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 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. MHP Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.

b. **Oversight Responsibility.** The Administrator, Health Plan Operations, Behavioral Health Services, the designated MHP Responsible Person, listed on Exhibit A of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP. The MHP Liaison is listed on Exhibit A of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCP of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:

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

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

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

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

v. Ensure training and education regarding MOU provisions are conducted annually to MHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and

vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP, and reporting to the MHP Responsible Person.

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

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, 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 responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP services may be accessed, including during nonbusiness hours.

d. The Parties must together develop training and education resources covering the services provided or arranged by the Parties, and each Party must share their training and educational materials with the other Party to ensure the information included in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and MHP policies and procedures, and with clinical practice standards.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

   i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

   ii. MCP and MHP must use the required Transition of Care Tool to facilitate

transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:
    1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.
    2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

b. **Referrals.** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services**.**

i. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:
    1. The process by which MHP and MCP transition Members to the other delivery system.
    2. The process by which Members who decline screening are assessed.
    3. The process by which MCP:
        a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.
        b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.
        c. Provides a referral to an MHP Network Provider (if processes

agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.

4. The process by which MHP:
   a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.
   b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.
   c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.
   d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician ("PCP") visit.
5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.
6. The process by which MCP (and/or its Network Providers):
   a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.
   b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.
   c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.
   d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.
7. The process by which MHP (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.
b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.
c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must refer Members to MCP for MCP's Covered Services, as well as any CS services or care management programs for which Members may qualify, such as ECM, CCM, or CS. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

1. The specific point of contact from each Party, if someone other than

each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;
3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.
5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings, or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring transitional care coordination as required by Population Health Management, including, but not limited to:
   a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11.a.iii. of this MOU.
   b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term

services and supports for dual-eligible Members);
c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;
d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or CS and enrolling the Member in the program as appropriate;
e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and
f. Assigning or contracting with a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the CalAIM Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.
3. For inpatient mental health treatment provided by MHP or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.
4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. **Clinical Consultation.**

1. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.
2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

vii. **Enhanced Care Management.**

1. Delivery of the ECM benefit for individuals who meet ECM POF definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children POF) must be consistent with DHCS guidance regarding ECM, including:
   a. That MCP prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP

identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;

b. That the Parties implement a process for SMHS Providers to refer their patients to MCP for ECM if the patients meet POF criteria; and

c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. **Community Supports.**

1. Coordination must be established with applicable CS providers under contract with MCP, including:
   a. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP protocols;
   b. Identification of the CS covered by MCP; and
   c. A process specifying how MHP will make referrals for Members eligible for or receiving CS.

ix. **Eating Disorder Services.**

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:
   a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.
   b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.
2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.
   a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

x. **Prescription Drugs.**

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

a. MHP is obligated to provide the names and qualification of prescribing physicians to MCP.
b. MCP is obligated to provide MCP's procedures for obtaining authorization of prescribed drugs and laboratory services, including a list of available pharmacies and laboratories.

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 address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.
   b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP Contract, and this MOU.
   c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.
   d. The Parties must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.
   e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP, such as local county meetings, local community forums, and MHP engagements, to collaborate with MHP in equity strategy and wellness and prevention activities.

10. **Quality Improvement.** The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

11. **Data Sharing and Confidentiality.** The Parties must establish and 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 to the extent permitted under applicable State and federal law. The Parties will share protected health information ("PHI") for the purposes of medical

and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP must 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, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in Exhibit M of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results (as available), referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit M of this MOU to facilitate sharing of information and data. MHP and MCP must establish policies and procedures to implement the following with regard to information sharing:
    i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health provider is serving as an ECM provider;
    ii. A process for MHP to send regular, frequent batches of referrals to ECM and CS to MCP in as close to real time as possible;
    iii. A process for MHP to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8.a.v.3.;
    iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and
    v. A process for MCP to send admission, discharge, and transfer data to MHP when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP to receive this data. This process may incorporate notification requirements as described in Section 8.a.v.3.

b. **Behavioral Health Quality Improvement Program**. If MHP is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP are

encouraged to execute a DSA. If MHP and MCP have not executed a DSA, MHP must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and MHP 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 and MHP's respective websites 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. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or MHP to DHCS.

b. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

   i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

   ii. When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because

MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. If decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, and federal law.

g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.

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

13. **Equal Treatment.** Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.

14. General.

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

b. **Documentation Requirements.** MCP and MHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP Contract. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 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 and MHP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP 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. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to MHP for consideration and discussion. MCP and MHP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs 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, the MHP Contract, and subsequently issued superseding APLs, BHINs, or guidance, 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 MHP 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 MHP 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.

Exhibit F – Local Health Department Services

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and County Public Health Services ("LHD");

WHEREAS, the Parties desire to ensure that Members receive services available through LHD direct service programs in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties understand and agree that to the extent any data that is protected health information ("PHI") or personally identifiable information ("PII") exchanged in furtherance of this agreement originates from the California Department of Public Health ("CDPH") owned databases, LHD must comply with all applicable federal and State statutes and regulations and any underlying CDPH/LHD agreement terms and conditions that impose restrictions on access to, use of, and disclosure of that data.

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 Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage.
   a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with the LHD Responsible Person, facilitate quarterly meetings in accordance with Section 9 of 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-LHD Liaison" means MCP's designated point of contact(s) responsible for acting as the liaison between MCP and LHD Program Liaison(s) as described in Section 4 of this MOU. The MCP-LHD Liaison(s) must ensure that the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 10 of this MOU, and must provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.
   c. "LHD Responsible Person" means the person designated by LHD to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 10 of this MOU, and ensure LHD'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 LHD practices.
   d. "LHD Program Liaison" means LHD's designated point of contact(s) responsible for acting as the liaison between MCP and LHD as described in

Section 5 of this MOU. The LHD Program Liaison(s) 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 should provide updates to the LHD Responsible Person as appropriate.

2. **Term.** This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 17.c of this MOU, or as amended in accordance with Section 17.f of this MOU.

3. **Services Covered by This MOU.** This MOU governs the coordination between LHD and MCP for the delivery of care and services for Members who reside in LHD's jurisdiction and may be eligible for services provided, made available, or arranged for by LHD. The Parties are subject to additional requirements for specific LHD programs and services that LHD provides, which are listed in the applicable program-specific exhibits ("Program Exhibits"), each labeled with the specific program or service.

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, such as dental benefits.
   b. **Oversight Responsibility.** The Regional Director, MOU Implementation, 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 the LHD Responsible Person and LHD Program Liaisons, as required by Section 10 of this MOU;
      ii. Report no less frequently than quarterly on MCP's compliance with the MOU to MCP's compliance officer who 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 who support compliance with and management of this MOU;
      iv. Ensure the appropriate level 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 LHD are invited to participate in the MOU engagements, as appropriate;
      v. Ensure training and education regarding MOU provisions are conducted annually 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-LHD Liaison, the point of contact and liaison with LHD or LHD programs. The

MCP-LHD Liaison is listed in Exhibit A of this MOU. MCP must notify LHD of any changes to the MCP-LHD Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

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

5. LHD Obligations.

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

b. **Oversight Responsibility.** The Director, Public Health Services, the designated LHD Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing LHD's compliance with this MOU. It is recommended that this person be in a leadership capacity with decision-making authority on behalf of LHD. LHD must designate at least one person to serve as the designated LHD Program Liaison, the point of contact and liaison with MCP, for the programs relevant to this MOU. It is recommended that this person be in a leadership capacity at the program level. The LHD Program Liaison(s) is listed in Exhibit A of this MOU. LHD may designate a liaison(s) by program or service line. LHD must notify MCP of changes to the LHD Program Liaison(s) 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 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 thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and LHD 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 educational materials to Members and Network Providers related to accessing Covered Services, including for services provided by LHD.

c. MCP must provide LHD, Members, and Network Providers with training and/or

educational materials on how MCP's Covered Services and carved-out services may be accessed, including during nonbusiness hours.

7. Referrals.

a. **Referral Process**. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate LHD program.

i. The Parties must facilitate referrals to the relevant LHD program for Members who may potentially meet the criteria of the LHD program and must ensure the LHD program has procedures for accepting referrals from MCP or responding to referrals where LHD programs cannot accept additional Members. Where applicable, such decisions should be made through a patient-centered, shared decision-making process. LHD should facilitate MCP referrals to LHD services or programs by assisting MCP in identifying the appropriate LHD program and/or should provide referral assistance when it is required.

ii. MCP must refer Members to LHD for direct service programs as appropriate including, without limitation, those set forth in Section 13.

iii. LHD should refer Members to MCP for any CS services or additional care management programs for which they may qualify, such as ECM or CCM. However, if LHD is an ECM Provider pursuant to a separate agreement between MCP and LHD for ECM services, this MOU does not govern LHD's provision of ECM services.

iv. LHD should refer Members to MCP for Covered Services.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU, including those in the Program Exhibits.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

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

9. Blood Lead Screening/Follow-up Testing and Lead Case Management.

a. **Blood Lead Screening and Follow-up Testing.**

i. MCP must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) and two (2) in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the Medi-Cal Managed Care Contract, and APL 20-016, or any superseding APL.

ii. MCP must coordinate with its Network Providers to determine whether eligible Members have received blood lead screening and/or any Medically Necessary follow-up blood lead testing. If eligible Members have

not received blood lead screening or indicated follow-up testing, MCP must arrange for and ensure each eligible Member receives blood lead screening and any indicated follow-up blood lead testing.

iii. MCP must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH requirements and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract.

iv. MCP must ensure that its Network Providers, including laboratories analyzing for blood lead, report instances of elevated blood lead levels as required by Cal. Health & Safety Code Section 124130.

v. To the extent LHD, in the administration of a program or service is made aware that the child enrolled in MCP has not had a blood lead screening and to the extent that LHD resources allow, LHD will notify MCP of the need for the child to be screened.

vi. If the Member refuses the blood lead screening test, MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian(s) of the Member is documented in the Member's Medical Record.

b. **Case Management for Elevated Blood Lead Levels.**

i. Where case management for elevated blood lead levels is provided by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at CDPH, MCP must coordinate directly with the CLPPB to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

ii. Where case management for elevated blood lead levels is provided by LHD as a contracted entity with the CDPH CLPPB, and to the extent LHD resources allow, MCP must coordinate with the LHD Program Liaison, as necessary and applicable, to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

10. Quarterly Meetings.

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

i. Within 30 Working Days after each quarterly meeting, 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.

ii. MCP must invite the LHD Responsible Person, LHD Program Liaison(s), and LHD 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, as well as other LHD program staff should be permitted to participate in these meetings, as appropriate.

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

b. **Local Representation.** MCP, represented by the MCP-LHD Liaison, must participate, as appropriate, at meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and LHD engagements, to collaborate with LHD in equity strategy and wellness and prevention activities.

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

12. **Population Needs Assessment ("PNA").** MCP will meet the PNA requirements by demonstrating meaningful participation in LHD's Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates. MCP must coordinate with LHD to develop a process to implement DHCS guidance regarding the PNA requirements once issued. MCP must work collaboratively with LHD to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of the PNA guidance within 90 days of issuance.

13. **Non-Contracted LHD Services.** If LHD does not have a separate Network Provider Agreement with MCP and provides any of the following services as an out-of-network provider:
    a. Sexually transmitted infection ("STI") screening, assessment, and/or treatment;
    b. Family planning services;
    c. Immunizations; and
    d. HIV testing and counseling

    MCP must reimburse LHD for these services at no less than the Medi-Cal Fee-For-Service ("FFS") rate as required by the Medi-Cal Managed Care Contract and as described in Exhibit G of this MOU.

14. **Data Sharing and Confidentiality.** The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for

accomplishing the goals of this MOU are exchanged timely, 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 LHD 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. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic, behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results (as available), and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services provided or arranged for by LHD; 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 M of this MOU. The Parties must annually review and, if appropriate, update Exhibit M to facilitate sharing of information and data.
    i. MCP must, and LHD is encouraged to, share information necessary to facilitate referrals as described in Section 7 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.
    ii. Upon request, MCP must provide the immunization status of the Members to LHD pursuant to the Medi-Cal Managed Care Contract.
    iii. MCP must provide Medi-Cal member data for population health and analysis activities as per DHCS requirements and/or indicated in joint policy and procedure, to the extent permitted under applicable law.
b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulation Section 438.10 and in accordance with APL 22-026. MCP must make available an application program 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 Regulation Sections 438.242(b) and 438.10(h).

15. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute, 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 LHD should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and LHD 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 LHD that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be forwarded by LHD 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.

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

17. 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 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 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party

to this MOU. Further, the Parties 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. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to LHD for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

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

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between LHD 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 LHD 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.

Exhibit G – Non-Contracted Local Health Department Services

This Exhibit G governs LHD's provision of any of the services listed below only to the extent that such services are provided by LHD as a non-contracted Provider of MCP Covered Services. If LHD has a Network Provider Agreement with MCP pursuant to which any of these services are covered, such Network Provider Agreement governs.

1. **Non-Contracted LHD Services.**
   a. **Immunizations.** MCP is responsible for providing all immunizations to Members recommended by the Centers for Disease Control and Prevention ("CDC") Advisory Committee on Immunization Practices ("ACIP") and Bright Futures/American Academy of Pediatrics ("AAP") pursuant to the Medi-Cal Managed Care Contract and must allow Members to access immunizations through LHD regardless of whether LHD is in MCP's provider network, and MCP must not require prior authorization for immunizations from LHD.
      i. MCP must reimburse LHD for immunization services provided under this MOU at no less than the Medi-Cal FFS rate.
      ii. MCP must reimburse LHD for the administration fee for immunizations given to Members who are not already immunized as of the date of immunization, in accordance with the terms set forth in APL 18-004.
   b. **Sexually Transmitted Infections ("STI") Services, Family Planning, and HIV Testing and Counseling.** MCP must ensure Members have access to STI testing and treatment, family planning, and HIV testing and counseling services, including access through LHD pursuant to 42 United States Code Sections 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51.
      i. MCP must not require prior authorization or referral for Members to access STI, family planning or HIV testing services.
      ii. MCP must reimburse LHD for STI services under this MOU at a rate no less than the Medi-Cal FFS rate for the diagnosis and treatment of an STI episode, as defined in Policy Letter No. 96-09.
      iii. MCP must reimburse LHD for family planning services at a rate no less than the appropriate Medi-Cal FFS rate for services listed in Medi-Cal Managed Care Contract (Specific Requirements for Access to Program and Covered Services), provided to Members of childbearing age to temporarily or permanently prevent or delay pregnancy.
      iv. If LHD provides HIV testing and counseling services to Members, MCP, in accordance with the Medi-Cal Managed Care Contract and federal law, including, but not limited to, 42 U.S.C. §§ 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51, must reimburse LHD at a rate no less than the Medi-Cal FFS rate for such services as defined in PL § 96-09.
   c. **Reimbursement.** MCP must reimburse the aforementioned STI testing and treatment, family planning, and HIV testing and counseling services only if LHD submits to MCP the appropriate billing information and either treatment records or documentation of a Member's refusal to release medical records to MCP.

Exhibit H – Tuberculosis Screening, Diagnosis, Treatment, and Care Coordination

1. **Parties' Obligations.**
   a. MCP must ensure access to care for latent tuberculosis infection ("LTBI") and active tuberculosis ("TB") disease and coordination with LHD TB Control Programs for Members with active tuberculosis disease, as specified below.
   b. MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with suspected or active TB disease to minimize delays in initiating isolation and treatment of infectious patients. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.
   c. MCP must consult with LHD to assess the risk of noncompliance with drug therapy for each Member who requires placement on anti-TB drug therapy, in accordance with the Medi-Cal Managed Care Contract.

2. **Care Coordination.**
   a. **LTBI Testing and Treatment.**
      i. **TB Risk Assessment.** MCP, through Network Providers, must screen all members for TB risk factors using the current San Diego County TB Risk Assessment (sandiegocounty.gov). This local risk assessment tool is preferred over state and national risk assessment tools as it is more specific to unique risk factors in our community.
      ii. **TB Testing.** MCP should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection, as recommended by the U.S. Preventive Services Task Force ("USPSTF") and the AAP, and should recommend the Interferon Gamma Release Assay ("IGRA") blood test for Members when testing for LTBI in order to comply with current standards outlined by the CDC, CDPH, the California TB Controllers Association, and/or the American Thoracic Society ("ATS") for conducting TB screening.
      iii. **Other Diagnostic Testing and Treatment.** MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with LTBI. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.
      iv. **LTBI Treatment.** MCP should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation and CDC LTBI Treatment Guidelines, which recommend treating individuals diagnosed with LTBI.
   b. **Reporting of Known or Suspected Active TB Cases.**
      i. MCP must require Network Providers to report to LHD by electronic transmission, phone, fax, and/or the Confidential Morbidity Report known or suspected cases of active TB disease for any Member residing within San Diego County within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.
      ii. MCP must obtain LHD's Health Officer (or designee's) approval in the jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease (Cal.

Health & Safety Code Sections 121365 and 121367 grant local health officers with the authority to issue any orders deemed necessary to protect the public health which may include authorizing the removal to, detention in, or admission into, a health facility or other treatment facility).

c. **Active TB Disease Testing and Treatment.**

i. MCP is encouraged to ensure Members are referred to specialists with TB experience (e.g., infectious disease specialist, pulmonologist) or to LHD's TB clinic, when needed or applicable.

ii. **Treatment Monitoring.** MCP must provide Medically Necessary Covered Services to Members with TB, such as treatment monitoring, physical examinations, radiology, laboratory, and management of drug adverse events, including but not limited to the following:

1. Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously produce sputum specimens to sputum induction or bronchoalveolar lavage, as needed.
2. Promptly submitting initial and updated treatment plans to LHD at least every three months until treatment is completed.
3. Reporting to LHD when the patient does not respond to treatment or misses an appointment.
4. Promptly reporting drug susceptibility results to LHD and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by LHD.

iii. **Treatment.**

1. LHD and MCP must coordinate the provision of medication prescriptions for each Member to fill at an MCP-approved pharmacy.
2. LHD should coordinate the provision of TB treatment and related services, including for the provision of a treatment plan, with the Member's primary care physician ("PCP") or other assigned clinical services provider.
3. LHD and MCP will coordinate the inpatient admission of Members being treated by LHD for TB. This may include admission to a hospital or other facility with airborne isolation capability when a patient is medically stable but who has or is believed to have active infectious TB and who is unable to safely remain in their usual residence due to public health concerns.

iv. **Case Management.**

1. LHD is encouraged to refer Members to MCP for ECM and CS when LHD assesses the Member and identifies a need. MCP is encouraged to require its Network Providers to refer all Members with suspected or active TB disease, to the LHD Health Officer (or designee) for Directly Observed Therapy ("DOT") evaluation and services.
2. MCP must continue to provide all Medically Necessary Covered Services to Members with TB receiving DOT.

3. MCP must assess Members with the following conditions or characteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness; the elderly, child, and adolescent Members; persons with unmet housing needs; persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. While all Members with active TB should be referred to the LHD for DOT, if a Member's Network Provider identifies a Member with one or more of these risk factors, MCP must refer the Member to LHD for DOT.
4. LHD is responsible for assigning a TB case manager to notify the Member's PCP of suspected and active TB cases, and the TB case manager must be the primary LHD contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.
5. MCP should provide LHD with the contact information for the MCP-LHD Liaison to assist with coordination between the Network Provider and LHD for each diagnosed TB patient, as necessary.
6. LHD is responsible for assigning a TB case manager to notify the designated Network Provider of suspected and active cases, and the TB case manager must be the primary LHD contact for coordination of care with Network Providers.

d. **Case and Contact Investigations.**

i. As required by Cal. Health & Safety Code Sections 121362 and 121363, MCP must ensure that Network Providers share with LHD any testing, evaluation, and treatment information related to LHD's contact and/or outbreak investigations. The Parties must cooperate in conducting contact and outbreak investigations.

ii. LHD is responsible for conducting contact investigation activities for all persons with suspected or confirmed active TB in accordance with Cal. Health & Safety Code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines, including:
1. Identifying and ensuring recommended testing, examination, and other follow-up investigation activities for contacts with suspected or confirmed active cases;
2. Communicating with MCP's Network Providers about guidance for examination of contacts and chemoprophylaxis; and
3. Working with Network Providers to ensure completion of TB evaluation and treatment.

iii. MCP is responsible for ensuring its Network Providers cooperate with LHD in the conduct of contact investigations (Cal. Health & Safety Code Section 121350-121460: standards for tuberculosis control), including:
1. Providing medical records as requested and specified within the time frame requested;
2. Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of MCP and its

Network Providers, including requiring its Network Providers to provide appropriate examination of Members identified by LHD as contacts within seven days;

3. Ensuring Member access to LTBI testing and treatment and following LTBI Treatment Guidelines published by the CDC.
4. Requiring that its Network Providers to provide the examination results to LHD within one day for positive TB results, including:
   a. Results of IGRA or tuberculin tests conducted by Network Providers;
   b. Radiographic imaging or other diagnostic testing, if performed; and
   c. Assessment and diagnostic/treatment plans, following evaluation by the Network Provider.

3. Quality Assurance and Quality Improvement. MCP must consult regularly with LHD to develop outcome and process measures for care coordination as required by this Exhibit H for the purpose of measurable and reasonable quality assurance and improvement.

Exhibit I – Maternal Child and Adolescent Health

This Exhibit I governs the coordination between LHD Maternal, Child and Adolescent Health Programs ("MCAH Programs") and MCP for the delivery of care and services to Members who reside in LHD's service area and may be eligible for one or more MCAH Program to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to, the Black Infant Health Program, the Perinatal Care Network, the California Home Visiting Program, and/or the Children and Youth with Special Health Care Needs Program.

1. Parties' Obligations.

a. Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT"), MCP must ensure the provision of all screening, preventive, and Medically Necessary diagnostic and treatment services for Members under 21 years of age.

b. The MCP Responsible Person serves, or may designate a person at MCP to serve, as the day-to-day liaison with LHD specifically for MCAH Programs (e.g., the MCP-MCAH Liaison); the MCP-MCAH Liaison is listed in Exhibit A (the designated person may be the same as the MCP-LHD Liaison). MCP must notify LHD of any changes to the MCP-MCAH Liaison in accordance with Section 4 of this MOU.

c. To the extent that programs are offered by LHD and to the extent LHD resources allow, LHD must administer MCAH Programs, funded by CDPH, in accordance with CDPH guidance set forth in the Local MCAH Programs Policies and Procedures manual and other guidance documents.

d. The LHD Responsible Person may also designate a person to serve as the day-to-day liaison with MCP specifically for one or more MCAH Programs (e.g., LHD Program Liaison(s)); the LHD Program Liaison(s) is listed in Exhibit A. LHD must notify MCP of changes to the LHD Program Liaison in accordance with Section 5 of this MOU.

2. Referrals to, and Eligibility for and Enrollment in, MCAH Programs.

a. MCP must coordinate, as necessary, with the Network Provider, Member, and MCAH Program to ensure that the MCAH Program receives any necessary information or documentation to assist the MCAH Program with performing an eligibility assessment or enrolling a Member in an MCAH Program.

b. MCP must collaborate with LHD to update referral processes and policies designed to address barriers and concerns related to referrals to and from MCAH Programs.

c. LHD is responsible for providing MCP with information regarding how MCP and its Network Providers can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. LHD is responsible for working with MCP, as necessary, to revise referral processes and to address barriers and concerns related to referrals to MCAH Programs.

d. LHD is responsible for the timely enrollment of, and follow-up with, Members

eligible for MCAH Programs in accordance with MCAH Programs' enrollment practices and procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs within three Working Days of receiving a referral.

e. LHD is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for and the availability of one or more MCAH Programs and coordinate with MCP and/or its Network Providers as necessary to enroll Members.

f. LHD MCAH Programs are not entitlement programs and may deny or delay enrollment if programs are at capacity.

3. Care Coordination and Collaboration.

a. MCP and LHD must coordinate to ensure Members receiving services through MCAH Programs have access to prevention and wellness information and services. LHD is encouraged to assist Members with accessing prevention and wellness services covered by MCP, by sharing resources and information to with Members about services for which they are eligible, to address needs identified by MCAH Programs' assessments.

b. MCP must screen Members for eligibility for care management programs such as CCM and ECM, and must, as needed, provide care management services for Members enrolled in MCAH Programs, including for comprehensive perinatal services, high-risk pregnancies, and children with special health care needs. MCP must engage LHD, as needed, for care management and care coordination.

c. MCP should collaborate with MCAH Programs on perinatal provider technical support and communication regarding perinatal issues and service delivery and to monitor the quality of care coordination.

4. Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services.

a. Where MCP and LHD have overlapping responsibilities to provide services to Members under 21 years of age, MCPs must do the following:

i. Assess the Member's need for Medically Necessary EPSDT services, including mental, behavioral, social, and/or developmental services, utilizing the AAP Periodicity Table and the CDC's ACIP child vaccination schedule, the required needs assessment tools.

ii. Determine what types of services (if any) are being provided by MCAH Programs, or other third-party programs or services.

iii. Coordinate the provision of services with the MCAH Programs to ensure that MCP and LHD are not providing duplicative services and that the Member is receiving all Medically Necessary EPSDT services within 60 calendar days following the preventive screening or other visit identifying a need for treatment regardless of whether the services are Covered Services under the Medi-Cal Managed Care Contract.

5. Quarterly Meetings.

a. MCP must invite the LHD Responsible Person and LHD Program Liaison(s) for

MCAH Programs to participate in MCP quarterly meetings as needed to ensure appropriate committee representation, including a local presence, and in order to discuss and address care coordination and MOU-related issues. Other MCAH Program representatives may be permitted to participate in quarterly meetings.

b. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and county engagements, to collaborate with LHD for MCAH Programs on equity strategy and prevention activities.

6. **Quality Improvement.** MCP and LHD must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out the obligations under this MOU.

Exhibit J – California Children's Services

This Exhibit J governs LHD's provision of the California Children's Services ("CCS") Program only to the extent that such services are provided by LHD. MCP and LHD will collaborate to coordinate care, conduct administrative activities, and exchange information required for the effective and seamless delivery of services to MCP's Members enrolled, or eligible to enroll, in the CCS Program. This Exhibit J does not apply to an LHD or MCP that operates the Whole Child Model ("WCM").

This Exhibit J delineates the roles and responsibilities of MCP and LHD for coordinating care and ensuring the non-duplication of services for Members eligible for or enrolled in the CCS Program.

1. Party Obligations.

a. **MCP Obligations.**

i. MCP must ensure all Medically Necessary Covered Services related to the CCS condition are provided until a determination of CCS Program eligibility is made. MCP must continue to provide all Medically Necessary Covered Services to the Member if the CCS Program determines the referred Member is not eligible for the CCS Program and for services not provided through the CCS Program.

ii. MCP must provide all Medically Necessary Covered Services not authorized by the CCS Program for CCS-enrolled Members, including, without limitation, Medi-Cal for Kids and Teens (previously known as EPSDT) services, pediatric preventive services, and immunizations unless determined to be medically contraindicated in accordance with the Medi-Cal Managed Care Contract and APL 23-005.

iii. It is MCP's responsibility to provide case management (arranging Private Duty Nursing ("PDN") hours) in accordance with APL 20-012 and any superseding APL or other, similar guidance.

iv. MCP must provide to the CCS Program, in a timely manner, all medical utilization and other clinical data necessary for the CCS Program to complete annual medical determinations and redeterminations, as well as other medical determinations, as needed, for CCS-eligible Members.

b. **LHD Obligations.**

i. LHD must ensure that its CCS Program authorizes and provides medical case management services for the medical conditions outlined and authorized in Cal. Code Regs. tit. 22 Sections 41410-41518.9 for Members who have CCS-covered conditions (referred to as "CCS-Eligible Condition(s)").

ii. LHD is responsible for making all CCS Program medical, financial, and residential eligibility determinations for potential CCS-eligible Members, including responding to and tracking appeals relating to CCS Program eligibility determinations and annual redeterminations.

2. Training and Education.

a. The training and education that MCP is required to provide under Section 6 of

this MOU must include information about LHD's CCS Program, how to refer Members to the CCS Program, and how to assist Members with accessing CCS Program services.

b. The training MCP is required to provide under Section 6 of this MOU must include:
   i. Instructions on how to complete the appropriate baseline health assessments and diagnostic evaluations, which provide sufficient clinical detail to establish or raise a reasonable suspicion that a Member has a CCS-Eligible Condition;
   ii. Instructions on how to refer Members with a suspected CCS-Eligible Condition on the same day the evaluation is completed, using methods accepted by LHD (the initial referral must be followed by the submission of supporting medical documentation sufficient to allow for CCS Program eligibility determination by LHD);
   iii. A statement that the CCS Program reimburses only CCS-paneled providers and CCS-approved hospitals;
   iv. A statement that the Network Provider must continue to provide all Medically Necessary Covered Services to the Member until the Member's CCS Program eligibility is confirmed;
   v. Information on how to refer Members in LHD's CCS Program to community resources; and
   vi. Information on how the PCP can assist with accessing CCS Program authorized services and can coordinate such services with other services Members may receive.

3. Referrals and Eligibility Determinations.

a. **MCP Referrals.** MCP is responsible for assisting Network Providers with identifying potentially CCS-eligible Members for whom there is diagnostic evidence that such Members have a CCS-Eligible Condition in accordance with Cal. Code Regs. tit. 22 Section 41515.1 and referring such Members to LHD to determine whether the Members are eligible for the CCS Program.
   i. MCP must include with its Member referrals documentation of the Member's medical and residential information to enable LHD to make an eligibility determination for the CCS Program.
   ii. MCP must refer, or assist Network Providers with referring, to LHD's CCS Program for CCS initial eligibility determinations a Member who:
      1. Has a medical diagnosis, records, or history suggesting potential CCS-Eligible Condition(s) as outlined in the CCS medical eligibility regulations;
      2. Presents at a hospital emergency room, a provider office, or another health care facility for a non-CCS condition, and for whom the medical evaluation identifies a potential CCS-Eligible Condition(s);
      3. Is an infant with a potential CCS-Eligible Condition at the time of discharge from the neonatal intensive care unit (such Member must be assessed for eligibility and, if eligible, referred to the CCS Program's HRIF program); or

4. Has diagnostic evidence that the Member has a condition eligible for Medical Therapy Program services from the CCS Program's Medical Therapy Unit; or
5. May have a newly identified potential CCS-Eligible Condition(s) as determined by a Network Provider.

iii. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual, LHD must ensure that within five calendar days from the receipt of a referral from MCP the CCS Program staff review the information provided and take one of the following actions:
1. Accept the referral as complete as defined in the CCS Program Administrative Case Management Manual Case Management Manual; or
2. Reject the referral as incomplete and forward a transmittal notice to MCP as required by the CCS Program Administrative Case Management Manual Case Management Manual.

b. **LHD Eligibility Determination.**

i. LHD must determine Members' medical, financial, and residential eligibility, initially and on an annual basis in accordance with Cal. Code Regs. tit. 22 Section 41515.1, for CCS-Eligible Conditions based on evaluation of documentation provided by MCP or by a CCS paneled provider.

ii. LHD must assist its CCS Program with obtaining, and may request from MCP, any additional information required (e.g., medical reports) to determine CCS Program eligibility.

iii. LHD must ensure its CCS Program informs the Member and their family (or designated legal caregiver) of the CCS eligibility determination.

iv. LHD must create and send the Notice of Action ("NOA") to a Member who is determined to be ineligible for or is denied CCS Program services. Each NOA must notify the Member of their ineligibility in accordance with Cal. Code Regs. tit. 22 Sections 42131 and 42132 and must refer the Member back to MCP, which remains responsible for providing the Medically Necessary Covered Services to correct or ameliorate Members' physical conditions and/or mental illnesses.

v. If LHD receives a Member referral through an Inter-County Transfer, the CCS Program must complete applicable activities as set forth in the DHCS CCS Inter-county Transfer Numbered Letter ("NL").

c. **Enhanced Care Management Referrals.**

i. The CCS Program should work with MCP to create a referral pathway for ECM for ECM-eligible Members.

ii. MCP must identify eligible Members for ECM through analysis of CCS Program enrollment and additional data available to MCPs, including utilizing Social Drivers of Health ("SDOH")-related ICD-10 Z-codes and identifying SDOH and high measures on adverse childhood experiences screenings.

iii. In cases where a Member is enrolled in the CCS Program and such CCS

Program provider becomes a contracted ECM Provider, MCP must assign that Member to that CCS Program for ECM unless the Member or their parent, designated legal caregiver, or Authorized Representative prefers otherwise.

iv. If LHD's CCS Program is an ECM Provider, LHD's CCS Program must provide ECM services pursuant to that separate agreement between MCP and the CCS Program; this MOU does not govern the CCS Program's provision of ECM services.

4. Care Coordination and Collaboration.

a. **Care Coordination.**

i. MCP must coordinate with the CCS Program to ensure that Members enrolled in the CCS Program or eligible for CCS Program services receive all Medically Necessary Covered Services required for CCS-Eligible Condition(s) through the CCS Program and receive all Medically Necessary Covered Services that are not related to the CCS-Eligible Condition(s) through MCP.

ii. Until the Member's CCS eligibility is confirmed by the CCS Program and the CCS Program begins providing the Medically Necessary Covered Services for the CCS-Eligible Condition(s), MCP must continue to provide all Medically Necessary Covered Services for the CCS-Eligible Condition(s).

iii. Once the Member is enrolled in the CCS Program, the CCS Program is responsible for the Member's case management and care coordination for the CCS-Eligible Condition(s).

iv. MCP must develop and implement policies and procedures for coordination activities, joint case management, and communication requirements between the Member's PCP, specialty providers, hospitals, CCS providers, and CCS case manager(s).

v. MCP and LHD must have policies and procedures for coordination with LHD's CCS MTP to ensure appropriate access to MTP services and other services provided for the coordination of CCS Program services.

b. **CCS High Risk Infant Follow-Up ("HRIF Program").** The CCS Program must coordinate and authorize HRIF services for eligible Members and ensure access to, or arrange for the provision of, HRIF case management services.

c. **PDN Case Management Responsibilities.** MCP and LHD must coordinate the provision of case management services for Members who are receiving PDN services to ensure that Members receive case management services and that the Parties do not duplicate the services as set forth in APL 20-012, CCS NL 04-0520, and any superseding APL or other, similar guidance.

i. If the CCS Program approves PDN services for CCS-eligible Members under the age of 21, the CCS Program is primarily responsible for providing case management to arrange for all approved PDN service hours to treat the CCS-Eligible Condition. When arranging for the CCS-eligible Members to receive authorized PDN services, the CCS Program must document all efforts to locate and collaborate with PDN service

providers and MCP.

ii. If MCP approves PDN services for an eligible Member under the age of 21, MCP is primarily responsible for providing case management to arrange for the PDN service hours.

iii. MCP must, in collaboration with the CCS Program, continue to provide case management to Members receiving PDN authorized by the CCS Program, including, at the Member's request or the request of the Member's Authorized Representative, arranging for all approved PDN services.

d. **Transportation Services.**

i. CCS Maintenance and Transportation services related to CCS-Eligible Conditions are provided and covered by the CCS Program, as determined by the CCS Program and as resources allow, in accordance with Cal. Health & Safety Code Section 123840(j). MCP must communicate regularly with the CCS Program to ensure Members' needs are continuously met and must arrange for transportation for Members' Medi-Cal for Kids and Teens services when the Members' needs are not met in accordance with APL 22-008.

ii. Emergency Medical Transportation related to the CCS-Eligible Condition is the responsibility of the CCS Program.

iii. MCP must provide non-emergency medical transportation ("NEMT") for all Medically Necessary Covered Services and pharmacy services, which may include services provided through the CCS Program, as outlined in the Medi-Cal Managed Care Contract and APL 22-008. MCP must refer and coordinate NEMT for services not covered under the Medi-Cal Managed Care Contract.

iv. MCP and the CCS Program must establish policies and procedures for determining whether NEMT is provided pursuant to a CCS-Eligible Condition(s) and when such services must be paid for by the CCS Program or MCP.

v. If a Member requests NMT, MCP must authorize the non-medical transportation ("NMT") if necessary for the Member to obtain Medically Necessary Covered Services.

e. **Emergency Services.**

i. The CCS Program must coordinate with MCP for Members who need to be transferred to emergency services as set forth in NL10-0806 or any superseding NL, including:

1. Ensuring the CCS Program coordinates with the appropriate MCP-LHD Liaison confirm the suitable provision of emergency services related to trauma;
2. Requiring the CCS Program to notify the MCP-LHD Liaison as soon as possible of the need to transfer a CCS-eligible Member to the appropriate hospital; and
3. In the event families receive bills for services, contacting the provider to request they become a CCS-paneled provider and thus bill the CCS Program rather than the Member.

ii. The CCS Program must notify the MCP-LHD Liaison and DHCS if these efforts do not resolve the problem.

f. **Continuity of Care for Transitioning Members.**

i. MCP must maintain policies and procedures for identifying CCS-eligible Members who are aging out of the CCS Program.

ii. MCP must follow the Continuity of Care requirements stated in APL 22-032 or any superseding APL.

iii. MCP must develop a care coordination plan to assist a Member with transitioning out of the CCS Program within 12 months prior to the Member's aging out, including:

1. Identifying the Member's CCS-Eligible Condition(s);
2. Planning for the needs of the Member to transition from the CCS Program;
3. Developing a communication plan with the Member in advance of the transition;
4. Identifying and coordinating primary care and specialty care providers appropriate for the Member's CCS-Eligible Condition(s); and
5. Continuing to assess the Member through the first 12 months after the Member's 21st birthday.

g. **Major Organ Transplants.**

i. To ensure the appropriate referral and care coordination for CCS-eligible or enrolled Members requiring a Major Organ Transplant ("MOT"), MCP and LHD must comply with guidance set forth in Blood, Tissue, and Solid Organ Transplants NL and APL 21-015 or any superseding NL and APL or other, similar guidance, and MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract.

ii. MCP will not be required to pay for costs associated with transplants that qualify as a CCS-Eligible Condition if MCP does not participate in the WCM program.

iii. MCP must refer CCS-eligible Members to a CCS-approved Special Care Center for an evaluation within 72 hours of the Member's PCP or specialist identifying the CCS-eligible Member as a potential candidate for a MOT.

iv. If the Member is not eligible for the CCS Program, MCP must authorize a MOT if Medically Necessary.

5. Quarterly Meetings.

i. MCP must invite LHD Responsible Person and the LHD Program Liaison(s) for the CCS Program to attend the quarterly meetings with LHD, to discuss any needed improvements and address barriers to care coordination or referral processes. Other LHD CCS Program representatives may be permitted to participate in quarterly meetings.

ii. The CCS Program must designate a medical director or other designee to actively participate in MCP's quarterly meetings with LHD. The CCS Program medical director or designee must attend meetings and provide feedback and recommendations on clinical issues relating to CCS conditions and treatment authorization guidelines and must serve as a

clinical advisor on other clinical issues relating to CCS conditions.

6. Data Information and Exchange.

a. MCP must timely provide the following information to the CCS Program: the necessary documentation, medical records, case notes, medical utilization information, clinical data, and reports to enable the CCS Program to conduct the Member's initial residential and medical eligibility determination for the CCS Program and to provide services to the Member for treatment of their CCS-Eligible Condition.

b. Each of the Parties must notify the other Party upon learning that a Member has lost Medi-Cal eligibility.

Exhibit K – Targeted Case Management Program

County Public Health Services Targeted Case Management Program ("LGA TCM Program") is a County program that delivers Targeted Case Management ("TCM") services to limited federally approved target populations. TCM services encompassed in this MOU are distinct from TCM services provided as a component of Specialty Mental Health Services.

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP and who are or who may be eligible for TCM services encompassed in this MOU as part of a target population in the federally-approved TCM State Plan Amendments ("Members") are able to access and/or receive services in a coordinated manner from MCP and LGA TCM Program; and

WHEREAS, the Parties desire to ensure that Members receive services available through LGA TCM Program in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

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.
   a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with LGA TCM Program, facilitate quarterly meetings in accordance with Section 9 of this MOU, 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-TCM Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and LGA TCM Program as described in Section 4 of this MOU. The MCP-TCM 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. "LGA TCM Program Responsible Person" means the person designated by LGA TCM Program to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure LGA TCM Program'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 LGA TCM Program practices.
   d. "LGA TCM Program Liaison" means LGA TCM Program's designated point of

contact responsible for acting as the liaison between MCP and LGA TCM Program as described in Section 5 of this MOU. The LGA TCM Program 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 LGA TCM Program Responsible Person as appropriate.

e. "LGA TCM Program Services" means those services provided by LGA TCM Program that meet the requirements set forth in Cal. Code Regs. Tit. 22, Section 51351(a).

2. Term. This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 14.c of this MOU, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between LGA TCM Program and MCP for the delivery of care and services for Members who reside in LGA TCM Program's jurisdiction and may be eligible for services provided, made available, or arranged for by LGA TCM Program.

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.

b. **Oversight Responsibility.** The Regional Director, MOU Implementation, 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 LGA TCM Program, 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 LGA TCM Program are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually 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-TCM Liaison, the point of contact and liaison with LGA TCM Program. The MCP-TCM Liaison is listed in Exhibit A of this MOU. MCP must notify LGA TCM Program of any changes to the MCP-TCM Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

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

5. LGA TCM Program Obligations.

a. **Provision of Services.** LGA TCM Program is responsible for services that will assist Members in gaining access to needed medical, social, educational, or other services per Title 42 CFR Section 440.169 provided or made available by LGA TCM Program and applicable TCM State Plan Amendments, the TCM Provider Manual, Policy and Procedure Letters, and the Annual Participation Prerequisite ("APP") submitted by LGA TCM Programs to DHCS.

b. **Oversight Responsibility.** The LGA TCM Coordinator, the designated LGA TCM Program Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing LGA TCM Program's compliance with this MOU. The LGA TCM Program Responsible Person serves, or may designate a person to serve, as the designated LGA TCM Program Liaison, the point of contact and liaison with MCP. The LGA TCM Program Liaison is listed in Exhibit A of this MOU. LGA TCM Program must notify MCP of changes to the LGA TCM Program 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, such notice should be provided within five working days of the change.

c. **Assessments and Care Plans.** LGA TCM Program is responsible for conducting comprehensive assessments and periodic reassessments for LGA TCM Program-eligible Members, and for the development and revision of LGA TCM Program's Member care plans based on such assessments related to LGA TCM Program Services.

i. LGA TCM Program's Member assessments shall determine the need for any medical, educational, social, or other service.

ii. Based on the assessment, LGA TCM Program's Member care plans must specify the goals for providing LGA TCM Program's services to the eligible Member, and the services and actions necessary to address the Member's medical, social, educational, or other service needs.

iii. LGA TCM Program must share Member care plans for Members receiving LGA TCM Program Services with MCP upon MCP's request.

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 thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and LGA TCM Program Services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by LGA TCM Program. The Parties will develop a process to provide member and provider training and education materials.

c. MCP must provide LGA TCM Program, 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.

7. **Eligibility Screening and Referrals to LGA TCM Program and MCP.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to LGA TCM Program where LGA TCM Program offers services that are more intensive, extensive and specialized than what MCP offers its Members through Complex Care Management ("CCM"), other care management programs, or CS. Members who meet ECM POF criteria should be enrolled in ECM and may not be enrolled in ECM and LGA TCM Program at the same time (except as described in Section 7.f. below).

a. LGA TCM Program must refer Members, including all Members eligible for ECM, to MCP for MCP's Covered Services, such as ECM, CCM, other care management programs, and any CS that MCP offers for which Members may qualify. Policies and procedures will be jointly developed and implemented by MCP and TCM Program.

b. The Parties must facilitate referrals to LGA TCM Program for LGA TCM Program-eligible Members who are ineligible for ECM (i.e., do not meet the ECM POF criteria) and who may potentially meet the criteria for LGA TCM Program Services. The Parties must ensure LGA TCM Program has procedures for accepting referrals from MCP or responding to referrals where LGA TCM Program cannot accept additional Members. MCP must refer Members using a patient-centered, shared decision-making process.

c. To the extent LGA TCM Program or the agency housing the TCM Program is a contracted ECM Provider, MCP is encouraged to contract with LGA TCM Program or the agency housing the TCM Program as an ECM Provider. If LGA TCM Program is an ECM Provider pursuant to a separate agreement between MCP and LGA TCM Program for ECM services, this MOU does not govern LGA TCM Program's provision of ECM services.

d. LGA TCM Program may continue providing LGA TCM Program Services to Members who are ineligible for ECM but remain eligible for LGA TCM Program Services.
e. MCP and LGA TCM Program must coordinate to ensure the non-duplication of Member services in LGA TCM Program and CCM, other care management programs and CS as well as ensure the non-duplication of Member enrollment in LGA TCM Program and ECM (except as described in Section 7.f. below). MCP must notify LGA TCM Program of any Members enrolled in CCM, other care management programs, CS, and ECM, on a timeline agreed to by both parties.
f. During the period from July 1, 2024, through June 30, 2025, Members who are receiving LGA TCM Program Services for (1) addressing a communicable disease or (2) the sole purpose of receiving home visiting programs to support the healthy development and well-being of children and families may be in both ECM and LGA TCM Program. The ECM Provider must remain primarily responsible for the overall coordination across the physical and behavioral health delivery systems and social supports. As of July 1, 2025, Members who fall under one of the two exceptions set forth above meet ECM POF criteria should be enrolled in ECM and can no longer be enrolled in both ECM and LGA TCM Program Services.
g. For the small number of Members receiving both LGA TCM Program services and ECM services as of the July 1, 2024, policy change effective date, the Member may (1) choose to remain enrolled in both programs until their care plan goals are achieved, (2) choose to transition care management entirely to their LGA TCM Program, or (3) choose to transition their care management entirely to the ECM Provider. MCP will remain responsible for ensuring non-duplication of services in these scenarios.

8. Coordination and Collaboration Between MCP and LGA TCM Program.

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 care coordination issues for specific Members or barriers to care coordination efforts at least quarterly.
c. MCP and LGA TCM Program must have policies and procedures in place to maintain collaboration and to identify strategies to monitor and assess the effectiveness of this MOU.
d. MCP must access and review the Monthly Plan Data Feed files in order to identify Members receiving LGA TCM Program Services and to coordinate with LGA TCM Program to ensure non-duplication of services.
e. For Members receiving LGA TCM Program Services, MCP must notify the Member's Primary Care Provider ("PCP") that the Member is receiving LGA TCM Program Services and will provide contact information for the Member's PCP, ECM Provider, and any other MCP case manager to the LGA TCM Program Liaison.
f. MCP must provide to the LGA TCM Program Liaison and other LGA TCM

Program staff, as provided by the LGA TCM Program Liaison, information (including name and date of birth) on Members receiving LGA TCM Program Services, as applicable, that identifies Members' Medically Necessary social support needs relative to eligibility for LGA TCM Program Services.

9. **Quarterly Meetings.**
   a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. 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 LGA TCM Program Responsible Person and appropriate LGA TCM 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. TCM Program Responsible Person will have the option to include items related to the terms of this MOU for inclusion in the meetings. 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 LGA TCM Program, such as local county meetings, local community forums, and LGA TCM Program engagements, to collaborate with LGA TCM Program in equity strategy and wellness and prevention activities.

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

11. **Data Sharing and Confidentiality.** The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing

regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and LGA TCM Program 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. To the extent permitted under applicable law, the Parties must share, at a minimum, behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit M of this MOU. The Parties must annually review and, if appropriate, update Exhibit M to facilitate sharing of information and data. For additional information see the CalAIM Data Sharing Authorization Guidance.

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

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

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LGA TCM Program who are not Members. Pursuant to Title

VI, 42 United States Code Section 2000d, et seq., LGA TCM Program 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 LGA TCM Program. This Section 13 does not diminish the responsibility of LGA TCM Program and MCP to assure adequate administrative capacity, network capacity, and timely services to Members in accordance with existing standards.

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 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 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP 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. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be brought forth to LGA TCM Program for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties

through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Termination.** Either Party may terminate this MOU if (1) the MCP no longer provides services in the LGA TCM Program's jurisdiction or (2) the LGA TCM Program withdraws from the LGA TCM Program. The Parties must provide each other with prior written notice of such termination.

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

i. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between LGA TCM Program 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 LGA TCM Program 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.

j. **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.

k. **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.

Exhibit L – RESERVED

Exhibit M – Data Elements

This exhibit is subject to change without impacting the MOU as outlined in the policies and procedures, thereby allowing for modifications to occur without affecting the MOU.

1. **Data Exchange Details**
   a. The Parties shall work towards compliance with AB 133 and participate in the State's Data Exchange Framework Data Sharing Agreement for the safe sharing of information.
   b. If Member authorization is required, the Parties shall work towards a standard consent form together to obtain a Member's authorization to share and use information for the purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2.
   c. The Parties shall execute a separate data use agreement to include specific data elements and sharing. To the extent permitted under applicable law, the Parties must share, at a minimum, but not limited to the following:
      i. First Name;
      ii. Last Name;
      iii. Date of Birth;
      iv. Client ID or Medi-Cal Number;
      v. Behavioral and physical health information;
      vi. Diagnoses and assessments;
      vii. Medications prescribed;
      viii. Laboratory results, as available;
      ix. Referrals/discharges to or from inpatient or crisis services;
      x. Known changes in condition that may adversely impact the member's health and/or welfare; and
      xi. Other data and information as mutually agreed to by the Parties.
   d. **Infrastructure.**
      i. The Parties must contract with San Diego Health Connect ("SDHC"), including payment of any associated participation fees, to facilitate bi-directional information exchange with participating healthcare providers in San Diego's Health Information Exchange ("HIE"). In addition, MCP must also contract with providers who are members of SDHC.
      ii. MCP must be a member of 211 San Diego Community Information Exchange ("211 SD-CIE") to facilitate bi-directional information exchange, in compliance with health data security standards, with participating community-based organizations as well as supporting ECM and CS organizations in becoming full partners of 211 SD-CIE.
      iii. MCP must ensure that ECM providers are not required to use MCP's proprietary case management and/or billing system. If an ECM provider chooses not to use the MCP's proprietary case management or billing system, MCP may require the ECM provider to use the file exchanges and/or billing guidance as put forth by DHCS.
      iv. MCP must share de-identified enrollment and outcome data with the

County for the purpose of quality improvement efforts.

e. MCP must ensure timely member information, including ECM enrollment status and the ECM contact person, is accessible to all appropriate entities for care coordination through use of SDHC.
f. MCP must maintain the data sharing in place with the County to support the exchange of information on the MCP's Medi-Cal members, as applicable.

Exhibit N – Addendum

1. Purpose of Addendum

This Addendum supplements the original Memorandum of Understanding ("MOU") entered into by the Parties listed above. The intent of this Addendum is to describe the Kaiser Permanente ("KP") integrated care model, clarify certain provisions set forth herein, and ensure the MOU aligns with the Parties' mutual understanding and agreement related to operational practices. Except as expressly stated in this Addendum, all terms and conditions of the original MOU shall remain in full force and effect.

2. KP Integrated Care Model

KP provides health care services directly to Members through an integrated medical care program. This program is supported by the coordinated efforts of the Health Plan, Plan Hospitals, and the Southern California Permanente Medical Group, all working together to provide high-quality care. Through this integrated approach, Members have access to a broad range of Covered Services within their Home Region Service Area, including routine care, hospital services, laboratory testing, and other essential benefits.

3. Clarification of the MOU

The Parties agree to clarify the MOU as follows:

a. Exhibit B – Child and Family Well-Being Services, 8. Care Coordination and Collaboration, c. Care Coordination for Youth and Children in Foster Care and their Families/Caregivers (page 18)

Original Text: *Care Coordination for Youth and Children in Foster Care and their Families/Caregivers.*

Clarification: County acknowledges and agrees that not all services may be applicable or appropriate for all parents and/or caregivers. The specific scope, applicability, and any related limitations of such services shall be further delineated in the Policies & Procedures ("P&Ps"), as applicable.

b. Exhibit B – Child and Family Well-Being Services, 8. Care Coordination and Collaboration, e. Care Coordination for Children's Temporary Shelter Care Facility (Polinsky Children's Center), iii. Confidentiality and iv. Transfer of Medical Records (pages 20-21)

Original Text:

iii. Confidentiality.

1. *Provider and MCP shall comply with California Civil Code (CCC) Sections 56.10 through 56.16, specifically Section 56.10(c) Paragraphs (1)-(15), with regard to the exchange of medical information between Provider and MCP, MCP's representatives, and MCP's medical staff.*

2. *Provider and MCP must only exchange medical information regarding a minor at PCC. Any information regarding reason for stay, forensic data collected on the minor, social work reports, police reports, etc., shall not be disclosed.*
3. *In the rare instance where a minor must remain anonymous, the minor shall be dis-enrolled from MCP and no information shall be forthcoming regarding any treatment of said minor.*
4. *MCP must treat all information provided by Provider for follow up care and billing regarding medical care a minor received during their stay at PCC as confidential. Release of medical information regarding a minor's medical care during their stay at PCC to the Primary Care Physician, Specialty Physicians, billing staff, and other staff members at MCP must be done in accordance with CCC Sections 56.10 through 56.16. Recipients of said information cannot release medical information regarding a minor at PCC to a third party unless otherwise stipulated in CCC Sections 56.10 through 56.16.*

iv. Transfer of Medical Records.

1. *Provider must disclose medical information to MCP regarding a minor's health related care at PCC and any need for ongoing care on a Discharge Summary Form subject to all safeguards for any pending court activities. Only medical information shall be disclosed on the Discharge Summary Form.*
2. *Release of medical information between Provider and MCP regarding a minor at PCC, is governed by CCC Sections 56.10 through 56.16. Exchanged medical information between Provider and MCP regarding a minor at PCC cannot be released to a third party unless otherwise stipulated in CCC Sections 56.10 through 56.16.*

Clarification: The Parties acknowledge that the statutory provisions referenced herein, including, but not limited to, California Civil Code §§ 56.10 through 56.16 of the California Medical Information Act ("CMIA"), apply independently to KP in its dual role as a provider of health care and a health care service plan under California law. The Parties further agree that KP may use and disclose Protected Health Information ("PHI") in accordance with all applicable federal and state laws and regulations including, but not limited to, CMIA and HIPAA.

c. Exhibit B – Child and Family Well-Being Services, 8. Care Coordination and Collaboration, e. Care Coordination for Children's Temporary Shelter Care Facility (Polinsky Children's Center), xi. Pregnancy Care Services (page 22)

Original Text:

1. *Provider must notify MCP once a minor's pregnancy is diagnosed, so that prenatal care can be provided. If the minor already has an identified Specialist from MCP's Physician Panel, the services will be continued with*

that physician if it is not geographically impractical nor an emergent situation; otherwise, the minor will be referred to Provider's Specialty and Hospital Network.

2. *If no MCP Specialist is identified, Provider must use Provider's Specialty and Hospital Network for such services. Once an MCP Specialist is identified, any need for ongoing care following discharge will be forwarded to MCP, if needed.*

Clarification: Within KP's integrated care model, a Member is assigned a KP Primary Care Physician ("PCP") who coordinates with KP Specialists, as medically appropriate, to support the Member throughout pregnancy. There may be opportunities for the Polinsky Children's Center ("Polinsky") to collaborate with the Member's KP PCP to ensure continuity of care. However, given the structure of KP's Network, referrals for the Member to Polinsky's Specialists or Hospital Network may not align with KP's internal care coordination or care delivery protocols. The Parties agree that a Member who is pregnant will continue to receive services through their KP PCP, and that Polinsky staff may coordinate with KP care teams to support transitions and ensure timely access to services. However, the Member's KP PCP will coordinate the Member's pregnancy-related services, as necessary, with KP Specialists.

d. Exhibit B – Child and Family Well-Being Services, 11. Data Sharing and Confidentiality, a. Data and/or Information Exchange (page 27)

Original Text: *To the extent permitted under applicable law, the Parties must share any available data, including but not limited to, Member demographic information, behavioral and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results (as available), referrals/discharges to/from inpatient or crisis services, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.*

Clarification: The data elements identified in the section referenced herein shall be subject to review by the Parties at least annually, or more frequently as mutually agreed. Furthermore, County and KFHP shall monitor and review any newly issued policies, guidance, or directives from the California Department of Health Care Services ("DHCS") that may materially impact or restrict the ability of Managed Care Plans ("MCPs") to share data. The Parties agree to confer in good faith to assess the implications of such policies and determine any necessary adjustments to data sharing practices.

e. Exhibit B – Child and Family Well-Being Services, 11. Data Sharing and Confidentiality, a. Data and/or Information Exchange, i. (page 27)

Original Text: *MCP must implement processes and procedures to ensure the*

Medical Records of those Members receiving County CFWB Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population's complex needs remain met once Members are no longer involved with County CFWB and/or foster care. Understanding that investigations of abuse and neglect often require medical records, County release of information form shall be acceptable by MCP and health entities; MCP will make efforts to facilitate records release to County to reach mandated 30 day emergency referral investigation period.

Clarification: The Parties acknowledge and agree that the processes referenced herein, are under joint development by the County and MCPs, including KFHP. These processes will be further refined and formalized within applicable P&Ps with the goal of ensuring that the County's Child and Family Well-Being (CFWB) Department has timely access to information necessary for emergency response and continuity of care.

The section referenced above shall be subject to review by the Parties at least annually, or more frequently as mutually agreed.

KFHP has reviewed and determined that the current County Release of Information ("ROI") form is acceptable for the purposes outlined in this section. Upon the official release of the DHCS Authorization to Share Confidential Medi-Cal Information ("ASCMI") form, or a similarly titled authorization form, the Parties agree to adopt it within a reasonable timeframe, provided that such form is deemed sufficient for the intended data sharing under this MOU.

f. Exhibit C – In-Home Supportive Services, 11. Data Sharing and Confidentiality, a. Data Exchange (page 36)

Original Text: *MCP must, and County 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. To the extent permitted under applicable law, the Parties must share, at a minimum, behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent.*

Clarification: While the DHCS template MOU allows for mutual agreement on additional terms; the replacement of DHCS's template MOU language, "which may include," with "To the extent permitted under applicable law, the Parties must share, at a minimum," effectively converts permissive standard language ("may include") into a mandatory obligation ("must share"). The Parties hereby agree to collaborate in good faith to define the data exchange framework including, but not limited to, the specific data elements to be shared, the methods and modalities of exchange, the frequency and timing, and other

related operational considerations.

These processes will be jointly defined and documented in the applicable P&Ps. Moreover, the Parties acknowledge and agree that certain specific data elements are enumerated in Exhibit M – Data Elements. This Exhibit is subject to modification in accordance with the procedures set forth in the applicable P&Ps, and such modification shall not be deemed to amend or otherwise affect the enforceability of the MOU.

g. Exhibit M – Data Elements, 1. Data Exchange, d. Infrastructure, i. (page 102)

Original Text: *The Parties must contract with San Diego Health Connect ("SDHC"), including payment of any associated participation fees, to facilitate bi-directional information exchange with participating healthcare providers in San Diego's Health Information Exchange ("HIE").*

Clarification: While the determination of participation fees shall remain the sole discretion of SDHC, County shall engage in collaborative oversight of the participation fees with KFHP to ensure transparency, accountability, and mutual understanding regarding the assessment and application of such fees. Furthermore, KFHP agrees to pay a nominal participation fee, the amount of which shall be mutually agreed upon in good faith, recognizing the need for cost transparency and operational feasibility. Should the participation fees increase to be substantial or materially burdensome, the Parties agree to revisit the terms of participation in good faith. Such review may include, but is not limited to, amendment of Exhibit M or reconsideration of continued participation in the HIE.

Original Text: *In addition, MCP must also contract with providers who are members of SDHC.*

Clarification: Although the MOU indicates the Parties must contract with providers who are members of SDHC, County acknowledges that, due to KFHP's integrated care delivery model, direct contracting with SDHC-affiliated providers may not be operationally feasible or necessary. Furthermore, County understands KFHP is committed to exchanging information and the Parties agree that KFHP is therefore not required to contract with SDHC providers.

h. Exhibit M – Data Elements, 1. Data Exchange, f. (page 103)

Original Text: *MCP must maintain the data sharing in place with the County to support the exchange of information on the MCP's Medi-Cal members, as applicable.*

Clarification: County shall allow KFHP to continue utilizing its existing data

transmission modalities for the exchange of non-clinical information. Such modalities include, but are not limited to, Secure File Transfer Protocol (“SFTP”), Secure Email, or any other mutually agreed upon secure method of electronic data transmission.

4. No Other Changes

Except as expressly stated in this Addendum, all other terms and conditions of the original MOU remain unchanged and in full force and effect.