

**AMENDMENT NUMBER TWO
TO THE
MENTAL HEALTH PLAN (MHP) AND DRUG MEDICAL ORGANIZED DELIVERY
SYSTEM (DMC-ODS PLAN) JOINT MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC HEALTH –
BEHAVIORAL HEALTH SERVICES
AND
KAISER FOUNDATION HEALTH PLAN, INC.**

This Amendment Number Two (“Amendment”) to the MHP and DMC-ODS Plan Joint Memorandum of Understanding (“MOU”) effective October 14, 2024, between City and County of San Francisco, Department of Public Health – Behavioral Health Services (“MHP/DMC-ODS Plan”) and Kaiser Foundation Health Plan, Inc. (“MCP”), is effective January 1, 2026 (the “Effective Date”).

RECITALS

WHEREAS, the parties wish to amend the agreement to incorporate Transitional Rent Provider Agreement (Exhibit E) below for Transitional Rent, which is a Community Support (CS) service under Medi-Cal, that provides temporary rental assistance to promote housing stability and facilitate access to health care services, for persons who are homeless or at risk of homelessness as defined by DHCS in the Community Supports Policy Guide, Volume 2 (“DHCS Policy Guide”).

NOW, THEREFORE, the parties agree to amend the MOU as follows:

AMENDMENTS


1. “Transitional Rent Provider Agreement (“Agreement”) is incorporated into and made part of the Memorandum of Understanding (MOU) between Kaiser Foundation Health Plan, Inc. (“MCP”) and San Francisco, Department of Public Health – Behavioral Health Services (“MHP/DMC-ODS Plan”) as Exhibit E. MCP and MHP/DMC-ODS Plan may be referred to individually as a “Party” and collectively as the “Parties.””

[Remainder of page is left blank intentional.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first hereinabove written.
Except as modified above, all terms and conditions of this MOU, as previously amended, shall remain the same.

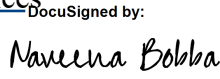
MCP

Kaiser Foundation Health Plan, Inc.

Signature: 
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Notice Address: 393 E. Walnut St.,
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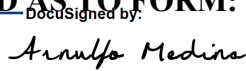
MHP/DMC-ODS Plan

City and County of San Francisco,
Department of Public Health – Behavioral
Health Services

Signature: 
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Title: Director of Health
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NPI: 1417099789

APPROVED AS TO FORM:

Signature: 
Date: 1/30/2026 | 2:59 PM PST
Name: Arnulfo Medina
Title: Deputy City Attorney

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EXHIBIT E:

TRANSITIONAL RENT SERVICE DELIVERY AGREEMENT

BETWEEN

**City and County of San Francisco, Department of Public Health– Behavioral Health
Services MHP and/DMC-ODS Plan**

AND

KAISER FOUNDATION HEALTH PLAN, INC.

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Transitional Rent Provider Agreement

Between

**Kaiser Foundation Health Plan, Inc. and City and County of San Francisco,
Department of Public Health– Behavioral Health Services (MHP/DMC-ODS Plan)**

This Transitional Rent Provider Agreement (“Agreement”) is incorporated into and made part of the Memorandum of Understanding (MOU) between Kaiser Foundation Health Plan, Inc. (“MCP”) and [City and County of San Francisco, Department of Public Health – Behavioral Health Services] (“MHP/DMC-ODS Plan”). MCP and MHP/DMC-ODS Plan may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, MCP is a licensed Medi-Cal managed care health plan, that provides or arranges for the provision of health care services and related services as required by the California Department of Health Care Services (“DHCS”).

WHEREAS, MCP desires to arrange for the provision of Transitional Rent, which is a Community Support service under Medi-Cal designed to assist Medi-Cal Members (“Members”) experiencing or at risk of homelessness as defined by DHCS in the Community Supports Policy Guide, Volume 2 (“DHCS Policy Guide”). It provides temporary rental assistance to promote housing stability and facilitate access to health care services.

WHEREAS, the Parties wish to establish the terms under which MCP will contract with MHP/DMC-ODS Plan to provide Transitional Rent as a Community Supports service, effective January 1, 2026, to MCP’s Members, in accordance with applicable Medi-Cal requirements.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises and covenants contained herein, the Parties hereby agree as follows:

- 1. Definitions.** Capitalized terms shall have the meanings assigned in MCP’s Medi-Cal Managed Care Contract with DHCS or as defined in the DHCS Community Supports Policy Guide, Volume 2 (“Policy Guide”), unless otherwise defined herein.
- 2. Term.** This Agreement shall commence on January 1, 2026, or the date of execution (“Effective Date”), through December 1, 2029, unless either Party provides written notice of non-renewal in accordance with Section 8. “Notice” of this Agreement.
- 3. Provision of Services.**
 - a. Transitional Rent Provider (MHP/DMC-ODS Plan) Responsibilities.**

MHP/DMC-ODS Plan shall provide the full scope of Transitional Rent services in accordance with applicable laws, MCP's Medi-Cal Contract with DHCS, DHCS Community Supports Policy Guide, Volume 2, and MCP's Policies and Procedures, using best practices and industry standards.

- i. MHP/DMC-ODS Plan shall act as the Transitional Rent Provider, meaning it will either issue payments for housing or directly provide housing (e.g., through ownership and operation of a supportive housing project).
- ii. MHP/DMC-ODS Plan must possess the requisite experience and expertise to perform its role in delivering Transitional Rent services.
- iii. MHP/DMC-ODS Plan responsibilities include, but are not limited to:
 1. Identifying appropriate housing units.
 2. Ensuring habitability of units.
 3. Assisting Members with lease review, understanding, and execution.
 4. Structuring rent payment agreements with landlords or property owners.
 5. Issuing timely payments to housing providers.
 6. Coordinating with supportive service providers [e.g., Housing Transition Navigation Services (HTNS), Housing Deposits, Housing Tenancy and Sustaining Services (HTSS), Enhanced Care Management (ECM), and other relevant providers].
- iv. MHP/DMC-ODS Plan may utilize Flexible Housing Subsidy Pools ("Flex Pools"), which allow a single entity to manage landlord engagement across contributing funders.
- v. If MHP/DMC-ODS Plan subcontracts for any of these activities, MHP/DMC-ODS Plan must notify MCP in writing and comply with all subcontracting oversight requirements required by state and federal law, regulations, the DHCS Mental Health Plan Contract, and guidance.

b. MCP Responsibilities. MCP shall fulfill its responsibilities in accordance with applicable laws, its Medi-Cal Contract with DHCS, DHCS Policy Guide, and MCP's Policies and Procedures.

- i. MCP responsibilities include, but are not limited to:
 1. Making good faith efforts to ensure Transitional Rent instances are recorded in HMIS by the Housing Trio Provider, MHP/DMC-ODS Plan, or MCP.
 2. Encouraging Member intake into the Coordinated Entry System.
 3. Global Cap Strategy and Tracking

4. Eligibility. Members are eligible for Transitional Rent if they meet all the criteria required by DHCS, including social and clinical risk factors, and are considered part of a transitioning population.

5. Authorization and Duration.

- a. **Authorization Period and Redetermination.** MCP and MHP/DMC-ODS Plan shall follow authorization and redetermination requirements as outlined in applicable laws, MCP's Medi-Cal Contract with DHCS, DHCS Policy Guide, and MCP's Policies and Procedures.
- b. **Automatic Authorization for ECM and the Housing Trio.** When MCP authorizes Transitional Rent, it shall also authorize ECM and the appropriate Housing Trio Community Supports (HTNS, Housing Deposits, and HTSS).

6. Referrals.

- a. Members may be referred to MCP for Transitional Rent by county behavioral health agencies, health care providers, housing support providers, Continuums of Care (CoCs), or other sources.
- b. Members may also self-refer.

7. Quality Assurance, Quality Improvement, and Health Equity

- a. **Purpose and Scope.** MHP/DMC-ODS Plan acknowledges that MCP is required under federal and state law, including Medi-Cal Managed Care Plan agreement with DHCS, and by accreditation entities such as the National Committee for Quality Assurance ("NCQA") and the California Department of Managed Health Care ("DMHC"), to maintain a Quality Improvement (QI) System that includes oversight of its contracted providers. This Section sets forth the MHP/DMC-ODS Plan's obligations to participate in MCP's Quality Assurance, Quality Improvement, and Health Equity ("QI/HE") activities as they relate to the provision of Transitional Rent Services as a Community Supports service.
- b. **Provision of Information.** MHP/DMC-ODS Plan shall provide QI/HE information relating to Members for use in MCP's QI/HE activities, including quality indicators, performance reports, and corrective action follow-up as requested by MCP. Upon request, MHP/DMC-ODS Plan will share with MCP QI/HE information necessary for licensing, accreditation, or regulatory compliance, consistent with confidentiality and privilege protections required by law.
- c. **QI/HE Program.** MHP/DMC-ODS Plan shall maintain a written QI/HE improvement program that meets all applicable state and federal requirements, including DHCS Community Supports standards. Such program shall monitor quality of care, accessibility, member satisfaction, and equity in service delivery; identify and address performance issues; and implement corrective actions as appropriate. MHP/DMC-ODS Plan shall ensure that all its subcontractors and rendering providers adhere to comparable QI/HE

standards.

- d. Resolution of Problems.** MHP/DMC-ODS Plan shall investigate and respond promptly to issues regarding quality of care, accessibility, or equity and shall use best efforts to remedy promptly any unsatisfactory condition related to the care of Members, as determined by MCP or any government official. The parties shall work cooperatively and in good faith to improve service quality and outcomes and to resolve problems related to Transitional Rent Services.

8. Payment.

- a.** MCP shall compensate MHP/DMC-ODS Plan for the delivery of Transitional Rent services in accordance with applicable laws, MCP's Medi-Cal Contract with DHCS, DHCS Policy Guide, and MCP's Policies and Procedures.

Exhibit E-1

Responsibilities of the MCP and MHP/DMC-ODS Plan

This Exhibit outlines the respective responsibilities of MCP and MHP/DMC-ODS Plan (acting as Transitional Rent Provider) under the Transitional Rent Provider Agreement.

MCP must contract with a network of Transitional Rent Providers to administer the service, rather than administer payments directly to landlords.

A Transitional Rent Provider is the entity that issues payment for housing for Members receiving Transitional Rent or, alternatively, directly provides housing for Members receiving Transitional Rent (as in the case of a nonprofit organization that owns and operates a permanent supportive housing project).

To be qualified to serve as a Transitional Rent Provider, organizations must have the experience and expertise required to perform the function they will assume in the delivery of Transitional Rent.

The responsibilities of the Transitional Rent Provider (e.g., MHP/DMC-ODS Plan) include but are not limited to:

1. Identifying an appropriate setting/unit.
2. Ensuring the housing unit is habitable.
3. Helping Members review, understand, and execute the lease agreement.
4. Ensuring the lease agreement is compliant and legal.
5. Structuring rent payment agreement with landlord or property owner.
6. Issuing timely payments to the landlord or housing provider.
7. Coordinating with supportive service providers (HTNS, Housing Deposits, HTSS, ECM, etc.).

Table 1: Responsibility Matrix

MCP Responsibility	MHP/DMC-ODS Plan Responsibility
Authorize Transitional Rent for eligible Members and ensure coordination with ECM and Community Supports (HTNS, Housing Deposits, HTSS).	Accept referrals and coordinate with ECM, HTNS, and other providers to support housing transitions.
Accept Member or provider attestations to meet documentation requirements.	Assist Members in completing attestations and documenting housing needs in the housing support plan.
Monitor service utilization and ensure compliance with DHCS requirements, including the six-month Global Cap.	Track service delivery and notify MCP of changes in Member eligibility, housing status, or service needs.
Coordinate with providers (e.g., HTNS, Housing Deposits, ECM) for seamless	Collaborate with providers and systems (e.g., Coordinated Entry, housing

MCP Responsibility	MHP/DMC-ODS Plan Responsibility
service delivery.	authorities) to support housing placement and retention.
Report service delivery data and outcomes to DHCS.	Provide data and documentation as requested by MCP for reporting and quality assurance.
Ensure housing settings meet minimum quality standards.	Conduct a basic unit or setting inspection to verify compliance with HUD or state habitability standards and submit attestation of compliance with HUD or state habitability standards as a condition of authorization.
Make good faith effort to ensure Transitional Rent is recorded in HMIS and encourage Coordinated Entry intake.	Complete HMIS entry and support Member intake into Coordinated Entry System, as applicable.
Reassess eligibility if Member discontinues and reapplies within the 6-month period.	Notify MCP of Member status changes that may affect eligibility or service continuity.
Track Room and Board cap, including prorated payments and holds per DHCS guidance.	Comply with MCP payment structure and Payment requirements in Exhibit E-2 and avoid issuing payments after a Member exits the unit.
When a Member switches MCP, request and validate prior Room and Board utilization data.	Provide service utilization data to MCP as requested by MCP to support continuity and cap tracking.

Exhibit E-2

Transitional Rent Payment

This Exhibit outlines the payment structure from Managed Care Plans (MCP) to Mental Health Plans and Drug Medi-Cal-Organized Delivery System Plan (MHP/DMC-ODS Plan) acting as Transitional Rent Providers, under the Transitional Rent Provider Agreement. Background on DHCS-to-MCP payments is included for context.

1. Payment Structure

DHCS provides non-risk, supplemental payments to MCP for Transitional Rent, including rental costs and an administrative fee. The MCP is responsible for distributing payments to contracted Transitional Rent Provider (MHP/DMC-ODS Plan).

MCP may issue prospective payments to MHP/DMC-ODS Plan to support cash flow, with reconciliation based on actual rental costs and DHCS ceilings. Administrative fees are not subject to reconciliation.

Members must not be charged for any portion of Transitional Rent. MHP/DMC-ODS Plan will submit claims for rental subsidies using the identified HCPCS codes. MCP will pay MHPs/DMC-ODS Plan the actual cost of rental assistance or temporary housing paid to the landlords or property owners up to a reimbursable ceiling tied to the geographic location, setting and to a percentage of the U.S. Housing and Urban Development (HUD) Fair Market Rents (FMR), specifically the Small Area FMR (SAFMR).

MCP and MHPs/DMC-ODS Plan must ensure full coverage of housing costs. For Members transitioning to cost-sharing programs (e.g., HUD vouchers), planning support should be documented separately according to the DHCS Transitional Rent Payment Model.

2. Administrative Fee

MCP will retain 10% and pass through 90% of the standard administrative fee provided by DHCS for the MHP/DMC-ODS Plan's applicable Region as reflected in the table(s) below. The administrative fee will apply to the first month a Member receives Transitional Rent in a permanent setting, regardless of whether they previously received Transitional Rent in an interim setting. This higher administrative fee may only be claimed once per Member.

Region H		
Counties	Marin, San Francisco, San Mateo	
Administrative Fee Paid to Transitional Rent Provider	Standard administrative fee, per month	\$239.94
	Administrative fee for the first month that a Member is placed in a permanent setting	\$1,772.78

3. Global Cap for Room and Board Services

MHPs/DMC-ODS Plan must support MCP compliance with DHCS’s Global Cap on Room and Board services, including accurate tracking of service days and timely reporting of Member transitions.

4. HCPCS Codes for Transitional Rent

MHPs/DMC-ODS Plan must use the following HCPCS codes and modifiers when submitting claims or service data to MCP for Transitional Rent delivery:

Code	Description	Modifier	Setting
H0044	Supported housing, per month	U6	Permanent settings (e.g., apartments, homes)
H0043	Supported housing, per diem	U2	Interim settings (e.g., shelters, hotels/motels)

Additional codes or modifiers may be added as needed.

**AMENDMENT NUMBER ONE
TO THE
MENTAL HEALTH PLAN (MHP) AND DRUG MEDICAL ORGANIZED DELIVERY
SYSTEM (DMC-ODS PLAN) JOINT MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC HEALTH –
BEHAVIORAL HEALTH SERVICES
AND
KAISER FOUNDATION HEALTH PLAN, INC.**

This Amendment Number One (“Amendment”) to the MHP and DMC-ODS Plan Joint Memorandum of Understanding (“MOU”) effective October 14, 2024 between City and County of San Francisco, Department of Public Health – Behavioral Health Services (“MHP/DMC-ODS Plan”) and Kaiser Foundation Health Plan, Inc. (“MCP”) is effective December 1, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the parties wish to update the preamble of the MOU to plainly identify the “Effective Date”

NOW, THEREFORE, the parties agree to amend the MOU as follows:

AMENDMENTS

1. The "Effective Date" is amended as follows:

This Memorandum of Understanding (“MOU”) is entered into by Kaiser Foundation Health Plan, Inc. (“MCP”), and City and County of San Francisco, Department of Public Health – Behavioral Health Services (“MHP/DMC-ODS Plan”), effective as of October 14, 2024 (“Effective Date”). MHP/DMC-ODS Plan, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a “Party” and collectively as “Parties.”

[Remainder of page is left blank intentional.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first hereinabove written.

Except as modified above, all terms and conditions of this MOU, as previously amended, shall remain the same.

MCP
Kaiser Foundation Health Plan, Inc.

MHP/DMC-ODS
City and County of San Francisco,
Department of Public Health – Behavioral
Health Services

DocuSigned by:
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Signature:
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Notice Address: 393 E. Walnut St.,
Pasadena, CA 91188
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KPMOU@kp.org

DocuSigned by:
Naveena Bobba
Signature:
Date: 12/4/2024 11:31 AM PST
Name: Grant Colfax
Title: Director of Health
Notice Address: 1380 Howard St
San Francisco, CA 94103

APPROVED AS TO FORM:

DocuSigned by:
Arnulfo Medina
Signature:
Date: 12/3/2024 1:54 PM PST
Name: Arnulfo Medina
Title: Deputy City Attorney

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**MENTAL HEALTH PLAN (MHP) AND DRUG MEDICAL ORGANIZED DELIVERY
SYSTEM (DMC-ODS PLAN) JOINT MEMORANDUM OF UNDERSTANDING**

BETWEEN

**CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF
PUBLIC HEALTH – BEHAVIORAL HEALTH SERVICES**



San Francisco Health Network
Behavioral Health Services

AND

KAISER FOUNDATION HEALTH PLAN, INC.



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Memorandum of Understanding

between Kaiser Foundation Health Plan, Inc. and City and County of San Francisco, Department of Public Health – Behavioral Health Services

This Memorandum of Understanding (“MOU”) is entered into by Kaiser Foundation Health Plan, Inc. (“MCP”), and City and County of San Francisco, Department of Public Health – Behavioral Health Services (“MHP/DMC-ODS Plan”), effective as of the date of execution (“Effective Date”). MHP/DMC-ODS Plan, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a “Party” and collectively as “Parties.”

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,

- For MHP SMHS MOU: All Plan Letters (“APL”) [18-015](#), [22-005](#), [22-006](#), [22-028](#), and 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”) 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;
- For DMC-ODS Plan MOU: All Plan Letter (“APL”) 22-005, APL 23-029, and subsequently issued superseding APLs, and DMC-ODS Plan is required to enter into this MOU under the DMC-ODS Plan 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 MHP/SUD 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 at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP/DMC-ODS Plan 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 10 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MCP-DMC-ODS Plan Liaison" means DMC-ODS Plan's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS Plan as described in Section 6 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 10 of this MOU, and provide updates to the DMC-ODS Plan Responsible Person and/or DMC-ODS Plan compliance officer as appropriate.

d. "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.

e. "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 10 of this MOU, and provide updates to the MHP Responsible Person and/or MHP compliance officer as appropriate.

f. "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 6 of this MOU.

g. "DMC-ODS Plan Liaison" means DMC-ODS Plan's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS Plan as described in Section 6 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 10 of this MOU, and provide updates to the DMC-ODS Plan Responsible Person and/or DMC-ODS Plan compliance officer as appropriate.

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

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

DMC-ODS Plan, has the same meaning ascribed by the DMC-ODS Plan Intergovernmental Agreement with the DHCS.

j. “Downstream Subcontractor” as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; as it pertains to MHP, means a subcontractor of a MHP Subcontractor; 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 continues for a term of five years or as amended in accordance with Section 15.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between:

a. For 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.

b. For DMC-ODS Plan 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 Plan Requirements for the Period of 2022-2026, and the DMC-ODS Plan Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

4. MCP Obligations.

a. Provision of Covered Services.

i. For MHP, 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.

ii. For DMC-ODS Plan, 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 MOU Coordinator, 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/DMC-ODS Plan, as required by Section 10 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/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-MHP Liaison/MCP-DMC-ODS Plan Liaison, the point of contact and liaison with MHP/DMC-ODS Plan. The MCP-MHP Liaison/MCP-DMC-ODS Plan Liaison is listed in Exhibit A of this MOU. MCP must notify MHP/DMC-ODS Plan of any changes to the MCP-MHP Liaison/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 (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 Director of Behavioral Health Managed Care the designated MHP Responsible Person, listed on Exhibit B 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 B 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 10 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. 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 Director of Behavioral Health Managed Care the designated DMC-ODS Plan Responsible Person, listed on Exhibit C 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 C 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 Plan 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 10 of this MOU;

ii. Report on DMC-ODS Plan compliance with the MOU to DMC-ODS Plan' 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.

7. 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 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/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 MHP/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 MHP/DMC-ODS Plan services may be accessed, including during nonbusiness hours.

8. Screening, Assessment, and Referrals.

a. **MHP 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. DMC-ODS Plan 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;

c. MHP 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 Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. 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 Plan") program in accordance with the Medi-Cal Managed Care Contract.

d. **DMC-ODS Plan 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 Community Supports services or care management programs for which they may qualify, such as Enhanced Care Management (“ECM”) or Complex Case Management (“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.

9. Care Coordination and Collaboration.

a. MHP 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,¹ 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,² 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 12(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;

¹ Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf>

² Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf> ; see also PHM Roadmap and Strategy: <https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf>

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports 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 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 Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) 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 Population of Focus 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 Community Supports 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 Community Supports covered by MCP; and

c. A process specifying how MHP will make referrals for Members eligible for or receiving Community Supports.

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.

b. DMC-ODS Plan Care Coordination.

i. The Parties must adopt policies and procedures for coordinating Member's 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 Community Supports;

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,³ 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,⁴ 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 12(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 Community Supports, 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 Population Health Management Policy Guide.⁵

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;

³ Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf>

⁴ Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf>; see also PHM Roadmap and Strategy: <https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-HealthManagement-Strategy-and-Roadmap.pdf>

⁵ Expectations for transitional care are defined in the PHM Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf>; see also PHM Roadmap and Strategy: <https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf>

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 definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) 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 Population of Focus 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.**

1. Coordination must be established with applicable Community Supports 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 DMC-ODS Plan protocols;

b. Identification of the Community Supports covered by MCP; and

c. A process specifying how DMC-ODS Plan will make referrals for Members eligible for or receiving Community Supports.

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.

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, 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, the DMC-ODS Plan Intergovernmental Agreement, 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 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 frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP/DMC-ODS Plan, such as local county meetings, local community forums, and MHP/DMC-ODS Plan engagements, to collaborate with MHP/DMC-ODS Plan 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. For MHP, 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.

12. 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:

- For MHP, 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.⁶
- For DMC-ODS Plan, 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.⁷

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP/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; 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 D 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, 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 D of this MOU to facilitate sharing of information and data. MHP/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 Specialty Mental Health/DMC-ODS Plan provider is serving as an ECM provider;

⁶ CalAIM Data Sharing Authorization Guidance available at: <https://www.dhcs.ca.gov/CalAIM/ECM/Documents/CalAIM-Data-Sharing-AuthorizationGuidance.pdf>.

⁷ CalAIM Data Sharing Authorization Guidance available at: <https://www.dhcs.ca.gov/CalAIM/ECM/Documents/CalAIM-Data-Sharing-AuthorizationGuidance.pdf>.

ii. A process for MHP/DMC-ODS Plan to send regular, frequent batches of referrals to ECM and Community Supports 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 9(a)(v)(3);

iv. 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 9(b)(v)(3);

v. 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; DMC-ODS Plan alerts MCP of uses of SUD crisis intervention; and MCP alerts MHP of Members' visits to emergency departments and hospitals); and

vi. A process for MCP to send admission, discharge, and transfer data to MHP/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 MHP/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 MHP/DMC-ODS Plan is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP/DMC-ODS Plan are encouraged to execute a DSA. If MHP/DMC-ODS Plan and MCP have not executed a DSA, MHP/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.

i. 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 ("API") 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).

ii. 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.

13. Dispute Resolution.

a. MHP

i. 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.

ii. 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);

iii. 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;

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

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

2. 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

3. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

b. DMC-ODS Plan

i. 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.

ii. 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.

iii. 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.

iv. Until the dispute is resolved, the following provisions must apply:

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

2. 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.

3. 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.

v. 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.

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

15. General.

a. **MOU Posting.** MCP and MHP/DMC-ODS Plan must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP/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, the MHP Contract, and DMC-ODS Plan 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 MHP/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 MHP/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. MCP and MHP/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, the MHP Contract, DMC-ODS Plan Intergovernmental Agreement, 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/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 MHP/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.

(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.

**City and County of San Francisco,
Department of Public Health –
Behavioral Health Services**

DocuSigned by:
Celia Williams
D004C83C3B9C4E0...
Signature:
Date:
Name: Celia Williams
Title: Executive Director, Medicaid Care
Delivery and Operations
Notice Address: 393 E. Walnut St.,
Pasadena, CA 91188
Electronic Notice Delivery:
KPMOU@kp.org

DocuSigned by:
Naveena Bobba
Signature: Naveena Bobba
Date: 10/14/2024 1:42:42 PM PDT
Name: Grant Colfax
Title: Director of Health
Notice Address: 1380 Howard St.
San Francisco, CA 94103

APPROVED AS TO FORM:

DocuSigned by:
Arnulfo Medina
Signature: Arnulfo Medina
Name: Arnulfo Medina
Title: Deputy City Attorney

Exhibit A

MCP-MHP Liaisons/MCP-DMC-ODS Plan Liaisons as referenced in Section 4.b of this MOU

Liaisons	Kaiser Foundation Health Plan, Inc.
MCP Responsible Person	MOU Coordinator
MCP Agency Liaison	MOU Liaison

Exhibit B

MHP Liaisons as referenced in Section 5.b of this MOU

Liaisons	Agency Title
Agency Responsible Person	Director of Behavioral Health Managed Care, San Francisco Department of Public Health
Agency Liaison	Director of Behavioral Health Managed Care, San Francisco Department of Public Health

Exhibit C

DMC-ODS Plan Liaisons as referenced in Section 6.b of this MOU

Liaisons	Agency Title
Agency Responsible Person	Director of Behavioral Health Managed Care, San Francisco Department of Public Health
Agency Liaison	Director of Behavioral Health Managed Care, San Francisco Department of Public Health

Exhibit D

Data Elements

- a. MCP and County will share the following data elements in compliance with the requirements and standards described in the data sharing agreement detailed below in subsection b:
 - i. Member demographic information;
 - ii. Behavioral and physical health information;
 - iii. Diagnoses and assessments;
 - iv. Medications prescribed;
 - v. Laboratory results;
 - vi. Referrals/discharges to/from inpatient or crisis services; and
 - vii. Known changes in condition that may adversely impact the Member's health and/or welfare

- b. Data Sharing/Access Standards and Requirements. Before County can begin to share any patient data to MCP under this Agreement, County and MCP must execute a memorandum of understanding that describes the terms, standards, and obligations that each party must comply with regarding the privacy, confidentiality, and security of the patient data shared by County to, or accessed by, MCP (the "Data Sharing/Access MOU" or "MOU"). Such MOU, and as it may be amended from time to time, is hereby incorporated herein by reference (with the same force and effect as though fully set forth herein).