

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KAISER FOUNDATION HEALTH PLAN, INC**  
**AND**  
**SAN BERNARDINO COUNTY CHILDREN AND FAMILY SERVICES**  
**FOR**  
**COORDINATION AND DELIVERY OF MEDI-CAL SERVICES TO CHILDREN AND YOUTH INVOLVED IN**  
**THE CHILD WELFARE SYSTEM**  
**JUNE 23, 2026**

This Memorandum of Understanding (“MOU”) is entered into by Kaiser Foundation Health Plan, Inc. (“MCP”) and Children and Family Services, (“County”), as of the date of the execution (“Effective Date”). County, MCP, and MCP’s Subcontractor and/or Downstream Subcontractor 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 Members enrolled, or eligible to enroll, in MCP and who are County Child Welfare 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.

**NOW, THEREFORE**, MCP and County mutually agree to the following terms and conditions:

**TABLE OF CONTENTS**

**A. DEFINITIONS ..... 3**

**B. TERM ..... 3**

**C. SERVICES COVERED BY THIS MOU ..... 4**

**D. MCP OBLIGATIONS ..... 4**

**E. COUNTY OBLIGATIONS ..... 5**

**F. TRAINING AND EDUCATION ..... 5**

**G. REFERRAL PROCESS ..... 6**

**H. CARE COORDINATION AND COLLABORATION ..... 6**

**I. QUARTERLY MEETINGS ..... 9**

**J. QUALITY IMPROVEMENT ..... 9**

**K. DATA SHARING AND CONFIDENTIALITY ..... 9**

**L. DISPUTE RESOLUTION ..... 10**

**M. EQUAL TREATMENT ..... 11**

**N. GENERAL ..... 11**

**O. ENTIRE AGREEMENT ..... 13**

**EXHIBITS**

- A - MCP Responsible Person & Liaison**
- B - County Responsible Person & Liaison**
- C - Data Elements**

## A. 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 at [www.dhcs.ca.gov](http://www.dhcs.ca.gov).

1. County Child Welfare Services – 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. Any reference in this MOU to County is for County Child Welfare Services and no other county department or agency.
2. Child Adolescent Needs and Strengths Assessment – A multipurpose tool that supports decision-making, including level of care and service planning, which allows for the monitoring and outcome services.
3. MCP Responsible Person – 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.
4. MCP-County Liaison – 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.
5. MCP Child Welfare Liaison – The MCP's designated individual(s) assigned to ensure the needs 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.
6. County Responsible Person – 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. If County experiences resource constraints that may impact its ability to fulfill obligations under this MOU, County shall promptly notify MCP to develop a mutually agreeable remediation plan.
7. County Liaison – The 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. If County experiences resource constraints that may impact its ability to fulfill obligations under this MOU, County shall promptly notify MCP to develop a mutually agreeable remediation plan.
8. MCP-LTSS (Long Term Services and Supports) Liaison – 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 23-004 or any subsequent guidance.<sup>1</sup>
9. MCP-Tribal Liaison – The person or persons designated by the MCP to dedicated to working with each contracted and non-contracted 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 Indian Health Care Provider (IHCP) as defined by All Plan Letter 24-002 or any subsequent guidance.<sup>2</sup>

## B. TERM

This MOU is in effect June 23, 2026 through June 22, 2029. The Contract term may be extended for an additional two (2) one-year extensions. Each Party is responsible for tracking their own oversight agency guidance and assessing the need for amendments or modifications to this MOU.

---

<sup>1</sup> MCP-LTSS Liaison is defined in [APL 23-004](#).

<sup>2</sup> MCP-Tribal Liaison is defined in [APL 24-002](#).

## C. 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 Child Welfare Services.

## D. MCP OBLIGATIONS

1. **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 and other MCP covered services when indicated based on screening findings.
  - a. 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.
  - b. 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 Health Care Program for Children in Foster Care ("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.<sup>3</sup>
  - c. 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.
2. **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:
  - a. Meet at least quarterly with the County Responsible Person and appropriate County program executives, as required by Section 9 of this MOU;
  - b. 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;
  - c. Ensure there is sufficient staff at MCP who support compliance with and management of this MOU;
  - d. 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;
  - e. 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
  - f. 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

<sup>3</sup>Additional information available at CalAIM Enhanced Care Management Policy Guide (p. 74): <https://www.dhcs.ca.gov/CalAIM/ECM/Documents/ECM-Policy-Guide.pdf> (Aug 2024 updated)

receiving County Child Welfare 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.

3. **Child Welfare Liaison** – 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.
4. **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. **Coordination with County AB 2083 Efforts** – AB 2083 SOC Local Interagency Leadership Team (ILT) Meetings. County may invite MCP to participate in the appropriate AB 2083 meetings at the discretion of the ILT to discuss aligning care coordination activities wherever possible.

## **E. COUNTY OBLIGATIONS**

1. **Provision of Services** – County is responsible for delivering and coordinating County Child Welfare 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.
  - a. County Foster Care Public Health Nurses (“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.
2. **Oversight Responsibility** – The Deputy Director of Children and Family Services, the designated County Responsible Person listed in Exhibit B 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 B 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.
3. **Care Coordination** - County shall implement mechanisms to identify barriers to care coordination for discussion with the MCP.
  - a. County shall ensure training and education regarding MOU provisions are provided to County’s employees who carry out responsibilities under this MOU, as applicable.
  - b. County shall ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services, including Medi-Cal for Kids and Teens services, for which they are eligible. County must refer Members to MCP for Medi-Cal for Kids and Teens services and other MCP Covered Services when indicated based on screening findings. If the child or youth indicates a need for mental health or substance use services, Member may be served by MCP and/or County’s MHP in accordance with Section 8(d) of this MOU.

## **F. TRAINING AND EDUCATION**

1. 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. 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.

2. 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. 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.
3. 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.
4. County must distribute MCP's current training and educational materials in a timely manner to support the County Liaison, County-assigned social workers, County behavioral health providers, HCPCFC Public Health Nurses, Community Health Workers, County Health Education Specialists, and child welfare case workers in assisting Members with accessing Covered Services. The materials must include information on MCP's Covered Services, including nonemergency medical transportation and non-medical transportation; Community Supports; and/or other care management programs and services for which Members may qualify, such as ECM or Complex Care Management ("CCM").

## **G. REFERRAL PROCESS**

1. 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.

## **H. CARE COORDINATION AND COLLABORATION**

### **1. Care Coordination**

- 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 planning and coordination issues or barriers to care coordination efforts at least quarterly but can agree to more frequent meetings.
- 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. MCP and County must collaborate to ensure that Members receiving County Child Welfare 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 foster care services. The County may develop its own policy and procedures to ensure continued services when children move between counties.
- e. MCP must have processes for ensuring the continuation of Basic Population Health Management<sup>4</sup> and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP for Members receiving County Child Welfare Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

---

<sup>4</sup> Basic Population Health Management is defined as described in the CalAIM Population Health Management Policy Guide, available at: <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>

- f. 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.
- g. MCP must ensure Members' Medical Records are readily accessible and up to date for Members transitioning or aging out of receiving County foster care services.
- h. MCP will obtain input from the County regarding the county's network of community providers for child welfare services, to inform MCP in capacity building for its network of providers, including ECM, Community Supports, and Community Health Workers. MCP will strive to align its network of providers serving the child welfare population of focus so that Members can receive services from a provider with whom they already have a trusted relationship. County will provide MCP a list of these providers. MCP retains ultimate responsibility for contracting decisions related to provider networks.

**2. Coordination of Medi-Cal for Kids and Teens Services**

- a. 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 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.

**3. Care Coordination for Youth and Children In Foster Care**

- a. MCP must implement policies and procedures to track Members receiving County Child Welfare 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.
- b. The MCP-County Liaison must oversee coordination of care for Members receiving County Child Welfare 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) 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.
  - 8) Facilitate coordination with the MCP-LTSS Liaison as appropriate when the Member is also receiving regional center services, and with the MCP-Tribal Liaison for tribal children and youth who are receiving child welfare services and to include the CWS Social Worker in this facilitated coordination.
- c. 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.

4. **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 with child welfare, as applicable.**

- a. MCP and County must coordinate to ensure that Members receiving County Child Welfare 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.
- b. 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.
- c. The Parties must develop a process for coordinating care for Members receiving County Child Welfare 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.
- d. 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.
- e. 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, 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, Community Supports, Enhanced Care Management, mental health, and primary care.

## **I. QUARTERLY MEETINGS**

1. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, and shall be agreed upon by both parties 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. Parties may agree to meet more frequently. These meetings may be conducted virtually.
  - a. 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.
  - b. 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.
  - c. MCP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.
2. **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.

## **J. 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. Any data required from the County to meet these requirements will be contingent upon the availability of such data from the Child Welfare Services/Case Management System (CWS/CMS) or replacement case management system CWS-California Automated Response and Engagement System (CWS-CARES) or other data provided by the State.

## **K. 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.<sup>5</sup>

The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C to facilitate sharing of information and data.

---

<sup>5</sup> CalAIM Data Sharing Authorization Guidance VERSION 2.0, available at: [CalAIM Data Sharing Authorization Guidance](#)

1. **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.
  - a. MCP must implement processes and procedures to ensure the Medical Records of those Members receiving County Child Welfare 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 Child Welfare and/or foster care.
  - b. 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
    - 1) are receiving County Child Welfare Services;
    - 2) have been involved with foster care in the past 12 months;
    - 3) are eligible for and/or enrolled in the Adoption Assistance Program<sup>6</sup>; or
    - 4) 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.
    - 5) 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).
    - 6) If Member authorization is required, the Parties may agree to 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. Understanding that investigations of abuse and neglect often require medical records, the County release of information form shall be acceptable by the MCP and subcontractor agencies. MCP will make efforts to facilitate records release to County to reach mandated 30-day emergency referral investigation period.
2. **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).

## L. DISPUTE RESOLUTION

1. 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

---

<sup>6</sup> CalAIM Data Sharing Authorization Guidance VERSION 2.0, available at: [CalAIM Data Sharing Authorization Guidance](#)

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 30 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.

2. 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 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.
3. 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.

#### **M. 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.

#### **N. GENERAL**

1. **MOU Posting** – MCP must post this executed MOU on its website.
2. **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.
3. **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:

Kaiser Foundation Health Plan, Inc.  
Attn: Celia Williams  
393 E. Walnut St.  
Pasadena, CA 91188  
Email: [KPMOU@kp.org](mailto:KPMOU@kp.org)

San Bernardino County  
Human Services Administration  
Contract Unit  
150 S. Lena Road  
San Bernardino, CA 92415  
Email: [hsasdcontractunit@hss.sbcounty.gov](mailto:hsasdcontractunit@hss.sbcounty.gov)

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.

4. **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.

5. **Annual Review** – The MCP shall conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations are necessary. Recommendations resulting from the review shall be presented to the Parties for consideration and discussion. MCP must provide DHCS with evidence of the annual review and copies of any modified or renewed MOU.
6. **Amendment** – This MOU may only be amended or modified through a written agreement executed by both Parties. In addition to the annual review, the MOU shall be reviewed as necessary upon issuance of new guidelines by the State, changes to the MCP contract, or other factors deemed appropriate by the MCP and CWS agency. Notwithstanding the foregoing, this MOU shall be deemed automatically amended to incorporate any changes required by applicable law, the Medi-Cal Managed Care Contract, or guidance issued by State or federal oversight entities.
7. **Governance** – This MOU is governed by and construed in accordance with the laws of the State of California.
8. **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.
9. **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.
10. **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.
11. **Termination** - Any party may terminate this MOU with 30 days notice.
12. **Indemnification**
  - a. **Contractor Indemnification** – County shall indemnify and hold harmless MCP, its affiliates and related entities participating in the Kaiser Permanente medical care program, and each of their respective officers, directors, partners, shareholders, agents and employees to the extent allowed by law, from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by County, its officers, partners, employees, subcontractors or agents.
  - b. **Reciprocal Indemnification** – MCP shall indemnify and hold harmless County, its officers, directors, partners, shareholders, agents and employees to the extent allowed by law, from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by MCP, its officers, partners, employees, or agents
  - c. **Cooperation of Parties** – The parties shall cooperate with each other in the investigation and disposition of any claim arising out of or relating to the activities of this Agreement, provided that nothing shall require any party to the Agreement to cooperate to their own legal detriment, to disclose any documents, records or communications that are protected

from such disclosure under the peer review privilege, the attorney-client privilege or the attorney work-product doctrine or other rules governing such privileged materials.

**O. ENTIRE AGREEMENT**

1. Reserved
2. Reserved
3. This signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**IN WITNESS WHEREOF**, San Bernardino County and the Kaiser Foundation Health Plan, Inc. have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Kaiser Foundation Health Plan, Inc  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Celia Williams  
*(Print or type name of person signing contract)*

Title Executive Director, Medicaid Care Delivery  
and Operations  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 393 E. Walnut St.  
Pasadena, CA 91188

**EXHIBIT A**

**MCP Responsible Person & Liaison**

**(Oversight and Compliance)**

**MCP Responsible Person:** Regional Director, MOU Implementation

**MCP Liaison:** MOU Coordinator

EXHIBIT B

**County Responsible Person & Liaison**

**(Oversight and Compliance)**

**Name:** Mia Sullivan | Deputy Director

**Email Address:** Mia.Sullivan@hss.sbcounty.gov

**Name:** Rosie Mayzum | Deputy Director

**Email Address:** Rosie.Mayzum@hss.sbcounty.gov

**Address:** 31 W. Stuart Ave., Suite 100 & 101, Redlands, CA 92377

## Data Elements

The Parties may agree to additional data elements such as:

1. County and MCP will work collaborative within the first year of executing the MOU on to develop protocols for sharing information in accordance with this MOU and state and federal privacy laws. Examples of the types of information that the parties may share for purposes of care coordination in accordance with state and federal privacy laws, include:
  - a. From the County to the MCP:
    - i. List of providers delivering child welfare services
    - ii. Additional data required to facilitate referrals and coordinate care, such as:
      1. Member demographic information
      2. Member contact information
      3. Behavioral and physical health information
      4. CANS data
  - b. From the MCP to the County:
    - i. Relevant individual health information, such as diagnoses, medications, and utilization, that is the minimum necessary for care coordination, subject to any applicable authorization requirements
    - ii. Data reflecting utilization, access and outcome metrics for the Members receiving child welfare services that are to be tracked in the MCP's up-to-date database per Section H (Care Coordination and Collaboration) of this MOU. Examples of metrics from Section K (Data Sharing and Confidentiality) include:
      1. Member demographic information
      2. Member contact information
      3. Diagnoses
      4. Referral status
      5. Behavioral and physical health information, including service utilization rates for non-specialty mental health services community supports, enhanced care management and community health worker services, emergency department and inpatient hospitalization data.
      6. Medications prescribed