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SAN BERNARDINO COUNTY

Contract Number 25-835

SAP Number

Department of Behavioral Health

Department Contract Representative	Shane Hibbard-Miller
Telephone Number	(909) 386-8264
Contractor	Kaiser Foundation Health Plan, Inc.
Contractor Representative	Celia Williams
Telephone Number	(619) 597-8343
Contract Term	October 21, 2025 through October 20, 2028
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract:

The Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc. (Kaiser), a Managed Care Plan (MCP), is intended to clarify roles and responsibilities between the MCP and the Department of Behavioral Health (DBH) as San Bernardino County's Mental Health Plan (MHP), support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination, and improve referral processes between the parties for the period of October 21, 2025 through October 20, 2028, with an option to extend for two (2) additional (1) one year periods.

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Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Dawn Martin	► Michael Shin	► Georgina Yoshioka
Dawn Martin, Deputy County Counsel	Michael Shin, Administrative Manager	Georgina Yoshioka, Director
Date 9/18/2025	Date 9/19/2025	Date 9/19/2025

MEMORANDUM OF UNDERSTANDING

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Memorandum of Understanding

between

Kaiser Foundation Health Plan, Inc.

and

San Bernardino County Department of Behavioral Health

This Memorandum of Understanding ("MOU") is entered into by and between Kaiser Foundation Health Plan, Inc. ("MCP") and San Bernardino County Department of Behavioral Health ("MHP/DMC-ODS Plan"), effective as of the date of execution ("Effective Date"). MHP/DMC-ODS Plan and MCP are 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, All Plan Letters ("APL") 18-015, 22-005, 22-006, 22-028, 23-029 and subsequently issued superseding APLs, and MHP/DMC-ODS is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23- 056, and under the DMC-ODS Intergovernmental Agreement Exhibit A, Attachment I, BHIN 23-001, BHIN 23-057, and any subsequently issued superseding BHINs applicable to MHP/DMC-ODS Plan, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP/DMC-ODS Plan ("Members") and/or substance use disorder ("SUD") are able to access and/or receive mental health services and/or receive substance abuse disorder services in a coordinated manner from MCP and MHP/DMC-ODS Plan;

WHEREAS, the Parties desire to ensure that Members receive MHP/DMC-ODS Plan 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/DMC-ODS Plan Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS as described in Section 4 of this MOU. The MCP-MHP/DMC-ODS Plan Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MHP/DMC-ODS Plan Responsible Person" means the person designated by MHP and DMC-ODS Plan to oversee coordination and communication with MCP and ensure MHP/DMC-ODS Plan's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP/DMC-ODS Plan Liaison" means MHP and DMC/ODS Plan's designated points of contact responsible for acting as the liaison between MCP and MHP/DMC-ODS Plan as described in Section 5 of this MOU. The MHP/DMC-ODS Plan Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MHP/DMC-ODS Plan Responsible Person and/or MHP/DMC-ODS Plan compliance officer as appropriate.

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

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

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

2. Term

This MOU is effective on October 21, 2025 through October 20, 2028, with the option to extend for two (2) consecutive one (1) year periods, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU

This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.
This MOU also governs the coordination between the DMC-ODS Plan and MCP for SUD services as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC-ODS Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

4. MCP Obligations

a. **Provision of Covered Services** MCP is responsible for authorizing Medically Necessary Covered Services, 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. For DMC ODS, MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member

care provided by the MCP's Network Providers and other providers of carve out programs, services, and benefits.

b. **Oversight Responsibility** The Regional Director of MOU Implementation is the designated MCP Responsible Person listed in Exhibit A of this MOU and 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 9 of this MOU;
ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;
iii. Ensure there is sufficient staff at MCP who support compliance with and management of this MOU;
iv. Ensure the appropriate levels of MCP leadership (i.e., persons with decision making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from 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/DMC-ODS Plan Liaison, the point of contact and liaison with MHP/DMC-ODS Plan. The MCP-MHP/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/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/DMC-ODS Plan Obligations**

a. **Provision of Specialty Mental Health Services** MHP is responsible for providing or arranging for the provision of SMHS. DMC-ODS Plan is responsible for providing or arranging covered SUD services.

b. **Oversight Responsibility** The Chief Compliance Officer/Privacy Officer and designee, the designated MHP/DMC-ODS Plan Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP/DMC-ODS Plan's compliance with this MOU. The MHP/DMC-ODS Plan Responsible Person serves, or may designate a person to serve, as the designated MHP/DMC-ODS Plan Liaison, the point of contact and liaison with MCP. The MHP/DMC-ODS Plan Liaison is listed on Exhibit B of this MOU. The MHP/DMC-ODS Plan Liaison may be the same person as the MHP/DMC-ODS Plan Responsible Person. MHP/DMC-ODS Plan must notify MCP of changes to the MHP/DMC-ODS Plan Liaison as soon as reasonably practical but no later than the date of change. The MHP/DMC-ODS Plan Responsible Person must:

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

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

iii. Ensure there is sufficient staff at MHP/DMC-ODS Plan to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of MHP/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 to MHP/DMC-ODS Plan 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/DMC-ODS Plan and reporting to the MHP/DMC-ODS Plan Responsible Person.

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

6. Training and Education

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within sixty (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.

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

e. The Parties must develop and share outreach communication materials and initiatives to share resources about MCP and MHP/DMC-ODS Plan with individuals who may be eligible for MCP's Covered Services and/or MHP/DMC-ODS Plan services.

7. Screening, Assessment, and Referrals

a. Screening and Assessment- MHP and MCP 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 twenty-one (21) and older, Youth Screening Tool for youth under age twenty-one (21), and Transition of Care Tool, for adults aged twenty-one (21) and older and youth under age twenty-one (21), as well as the following requirements:

iii.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.

iii.2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

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

i. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements

described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient centered, shared decision making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:

ii.1. The process by which MHP and MCP transition Members to the other delivery system.

ii.2. The process by which Members who decline screening are assessed.

ii.3. The process by which MCP:

ii.3a. 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.

ii.3b. 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.

ii.3c. 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 the MHP.

ii.4. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 BHIN 22-065.

ii.5. The process by which MCP (and/or its Network Providers):

ii.5a. 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.

ii.5b. 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.

ii.5c. 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.

ii.5d. 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.

ii.6. The process by which MHP (and/or its Network Providers):

ii.6a. 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.

ii.6b. 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.

ii.6c. Provides a referral to an MCP Network Provider, 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.

ii.6d. Provides a referral to MCP when the screening indicates that a Member under age twenty-one (21) would benefit from a pediatrician/Primary Care Physician ("PCP") visit.

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") program in accordance with the Medi-Cal Managed Care Contract.

c. Substance Use Disorder 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:

ii.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.

ii.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.

d. Substance Use Disorder Referrals 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 must refer Members to the 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 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 acceptable to DMC-ODS Plan, the provider or the self-referred Member, respectively.

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.

e. **Closed Loop Referrals** By October 21, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,[1] APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through APL, or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and MHP/DMC-ODS Plan comply with the applicable provisions of closed loop referrals guidance within ninety (90) Working Days of issuance of this guidance. The Parties must establish a system that tracks cross system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. **Care Coordination and Collaboration**

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

[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

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

c. 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.

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

i. 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.

ii. 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 nonduplicative and considers the Member's established therapeutic relationships.

iii. 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.

iv. 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.

v. 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.

e. Transitional Care

i. 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:

[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

i.1. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11(a)(iii) of this MOU;

i.2. 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);

i.3. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

i.4. 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;

i.5. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

i.6. 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.

ii. 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 MHP services.

iii. 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.

f. Clinical Consultation

i. 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.

ii. 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

g. Enhanced Care Management

i. 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:

i.1. 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;

i.2. 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

i.3. 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.

h. Community Supports

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

i.1. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP protocols;

i.2. Identification of the Community Supports covered by MCP; and

i.3. A process specifying how MHP will make referrals for Members eligible for or receiving Community Supports.

i. Eating Disorder Services

i. 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:

ii. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

iii. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.

iii.1. 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.

iii.2. 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.

j. Prescription Drugs

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

i.1. MHP is obligated to provide the names and qualifications of prescribing physicians to the MCP.

i.2. MCP is obligated to provide the MCP's procedures for obtaining authorization of prescribed drugs and laboratory services, including a list of available pharmacies and laboratories.

8.1. Care Coordination DMC-ODS

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

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

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

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

i. The requirement for DMC-ODS 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;

ii. 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;

iii. A process for how MCP and DMC-ODS Plan will engage in collaborative treatment planning to ensure care is clinically appropriate and nonduplicative and considers the Member's established therapeutic relationships;

iv. 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;

v. 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, providers are engaged in the development of the Member's care;

vi. 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;

vii. 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 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.

e. Transitional Care

i. 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.

ii. For Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS Plan is the primary payer, DMC-ODS Plan is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS Plan, MCP is responsible for ensuring transitional care coordination as required by Population, Health Management, including but not limited to:

ii.1. 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;

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

ii.2. 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);

ii.3. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

ii.4. 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;

ii.5. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

ii.6. 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.[4]

iii. 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.

iv. 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 twenty-four (24) hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow up services.

f. **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.

g. **Enhanced Care Management**

i. 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:

i.1. 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

i.2. 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.

ii. 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.

iii. MCP must have written processes for ensuring the nonduplication of services for Members receiving ECM and DMC-ODS Plan care coordination.

h. **Community Supports**

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

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

i.1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC-ODS protocols;

i.2. Identification of the Community Supports covered by MCP; and

i.3. A process specifying how DMC-ODS Plan will make referrals for Members eligible for or receiving Community Supports.

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

9. Quarterly Meetings

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly 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 thirty (30) working days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP Contract and the DMC-ODS 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.

10. Quality Improvement

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

11. Data Sharing and Confidentiality

The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share Protected Health Information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, as amended 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.[5]

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 C 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 C 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 or DMC-ODS Plan provider is serving as an ECM provider;
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/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 MHP/DMC-ODS Plan (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities, residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);
iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP/DMC-ODS Plan alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and DMC- ODS Plan alerts MCP of uses of SUD crisis intervention; and
v. A process for MCP to send admission, discharge, and transfer data to 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 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.

[5] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2- Draft-Public-Comment.pdf.

c. **Interoperability** MCP and MHP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface ("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). 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 programming interface ("API") that makes complete and accurate Network Provider directory information available through a public facing digital endpoint on MCP's and DMC-ODS Plan's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

12. Dispute Resolution- MCP and MHP Only

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within fifteen (15) working days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law.

b. 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.

c. 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);

d. 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 members as required by Cal. Code Regs. tit. 9, § 1850.525; until the dispute is resolved, the following must apply:

- **i.** The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or
- **ii.** When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the state until the dispute is resolved.
- **iii.** 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;
- **iv.** 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

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

e. If decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.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 (1) 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.

i. 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.
ii. 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.
iii. 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.
iv. 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.

12.1. MCP-DMC-ODS Plan Only

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and DMC-ODS Plan must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within fifteen (15) working days of initiating such negotiations or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS Plan that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS Plan to DHCS.

b. Unless otherwise determined by the Parties, the DMC-ODS Plan Liaison must be the designated responsible individual 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.

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

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

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

ii. When the dispute concerns MCP's contention that DMC-ODS Plan is required to deliver SUD services to a member and DMC-ODS Plan has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS Plan, MCP must manage the care of the Member under the terms of its contract with the state until the dispute is resolved.

iii. When the dispute concerns DMC-ODS Plan's contention that MCP is required to deliver physical health care based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC-ODS Plan must be responsible for providing or arranging and paying for those services until the dispute resolved.

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

13. Equal Treatment

Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP/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.

14. 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 ten (10) years as required by the Medi-Cal Managed Care Contract and the MHP Contract/DMC-ODS Intergovernmental Agreement. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within ten (10) working days of receipt of the request.

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

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

d. **Delegation** MCP 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 Intergovernmental Agreement, any subsequently issued superseding APLs, BHINs, 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 affecting 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 the authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Kaiser Foundation Health Plan, Inc.

Signature: DocuSigned by: Celia Williams D004C83C3B9C4E0...

Name: Celia Williams
Title: Executive Director, Medicaid Care Delivery and Operations

Notice Address: 393 E. Walnut St., Pasadena, CA 91181
Date: 9/29/2025 | 8:43 AM PDT

San Bernardino County
Department of Behavioral Health

Signature: Dawn Rowe

Name: Dawn Rowe
Title: Chair, Board of Supervisors

Notice Address: 303 E. Vanderbilt Way, San Bernardino, CA 92415
Date: OCT 2 1 2025

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
of San Bernardino County
By _____ Deputy

Exhibits A & B

Kaiser Foundation Health Plan, Inc. Exhibit A

MCP-Agency Liaisons

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

San Bernardino County Department of Behavioral Health Exhibit B

Compliance and Oversight Responsibilities

MHP-DBH	Title	Email	Address	Telephone
Compliance Officer	Chief Compliance Officer/Privacy Officer and designee	Compliance_Questions@dbh.sbcounty.gov	303 E. Vanderbilt Way, San Bernardino	909-388-0882

MHP-DBH	Title	Email	Address	Telephone
Liaison	Quality Management Program Manager II	DBH-QualityManagementDivision@dbh.sbcounty.gov	303 E. Vanderbilt Way, San Bernardino	909-386-8227

Exhibit C

Data Elements

Kaiser Foundation Health Plan and San Bernardino County Behavioral Health will share PHI in accordance with applicable state and federal laws and regulations to support Kaiser Foundation Health Plan Members who are also receiving SMHS and/or SUD services from San Bernardino County Behavioral Health.

Kaiser Foundation Health Plan and San Bernardino County Behavioral Health share the following types of data as necessary to facilitate care coordination, care management and/or referrals:

Data Elements	
Demographic Information	
	Member Name
	Member Age
	Member Gender
	Member Address
Health Status Indicators	
	Diagnosis
	Treatment Details
	Clinical Outcomes
Service Utilization	
	Member Visits and/or Member Encounters
	Types of Services Provided
Medications	
	Prescribed Medications
Laboratory	
	Laboratory Results
	Known Changes in Condition

This data may be shared through Adult and Youth Screening and Transition of Care Tool pursuant to technology and systems available to San Bernardino County at the time of the requested data exchange. If existing Adult and Youth Screening and Transition of Care Tool cannot be leveraged, then the data may be shared via secure File Transfer Protocol (sFTP) or encrypted email.

The Parties may develop and agree to additional data sharing specifications consistent with applicable state and federal rules and regulations, the Privacy Rules, and DHCS standards and requirements.