ATTACHMENT 1:

MEMORANDUM OF UNDERSTANDING

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Memorandum of Understanding

between Blue Cross of California Partnership Plan, Inc., Kaiser Permanente, and The Fresno-Kings-Madera Regional Health Authority, dba CalViva Health, Health Net Community Solutions, Inc., and Kings County Behavioral Health (DMC-ODS Plan).

This Memorandum of Understanding ("MOU") is entered into by and between Blue Cross of California Partnership Plan, Inc. ("Anthem"), Kaiser Permanente, and The Fresno Kings-Madera Regional Health Authority, dba CalViva Health, its Subcontractor, Health Net Community Solutions, Inc. Managed Care Plan ("MCP"), and the County of Kings, a political subdivision of the State of California Drug Medi-Cal Organized Delivery System Plan ("DMC-ODS Plan"), effective as of "the DMC-ODS go live date" ("Effective Date[AL1.1][AL1.2]"). This MOU supersedes the Drug Medi-Cal (DMC) MCP MOU "Kings County Agreement No. 25-031," unless Kings County has not yet received Department of Health Care Services (DHCS) approval for DMC-ODS as of January 1, 2027, in which case the existing DMC MOU agreement will remain in effect and applicable until the date of DHCS approval for DMC-ODS, which shall then become the new "Effective Date". DMC-ODS Plan, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a "Party" and collectively as "Parties."

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

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

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

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed are 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 DMC-ODS Plan and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-DMC-ODS Plan Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS Plan as described in Section 4 of this MOU.

c. The MCP-DMC-ODS Plan Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

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

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

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

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

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

2. Term. This MOU is in effect as of the Effective Date and [*shall automatically renew unless notice of non-renewal is given by any provider listed on Exhibit A or DMC State Plan County Responsible Person, or designee, not later than thirty (30) days prior to the close of the fiscal year*] or as amended in accordance with Section 14.f of this MOU.

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

4. MCP Obligations.

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

b. **Oversight Responsibility**. The Director, Program Management for Blue Cross of California Partnership Plan Anthem, Regional Director, MOU Implementation; MOU Coordinator for Kaiser Permanente; and Program Manager for County Relationships & MOU Compliance for CalViva Health/Health Net, the designated MCP Responsible Person, listed on Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with DMC-ODS Plan, as required by Section 9 of this MOU;

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

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

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

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

vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC-ODS Plan Liaison, the point of contact and liaison with DMC-ODS Plan. The MCP-DMC-ODS Plan Liaison is listed in Exhibit A of this MOU. MCP must notify DMC-ODS Plan of any changes to the MCP-DMC-ODS Plan Liaison in writing as soon as reasonably practical, but

no later than the date of change, and must notify DHCS within five Working Days of the change.

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

5. DMC-ODS Plan Obligations.

a. **Provision of DMC-ODS Plan Services**. DMC-ODS Plan is responsible for providing or arranging covered SUD services.

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

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

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

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

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

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

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

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

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days. of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC-ODS Plan services to their contracted providers.

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

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

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.**

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC-ODS Plan services.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines;

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2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings;

b. **Referral Process**. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC-ODS Plan services.

i. The Parties must facilitate referrals to DMC-ODS Plan for Members who may potentially meet the criteria to access DMC-ODS Plan services and ensure DMC-ODS Plan has procedures for accepting referrals from MCP.

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

iii. MCP must develop and implement an organizational approach to the delivery of services and referral pathways to DMC-ODS Plan services.

iv. DMC-ODS Plan must refer Members to MCP for Covered Services, as well as any Community Supports services or care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). If DMC-ODS Plan is an ECM Provider, DMC-ODS Plan provides ECM services pursuant to that separate agreement between MCP and DMC-ODS Plan for ECM services; this MOU does not govern DMC-ODS Plan's provision of ECM.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.

vi. MCP must have a process by which MCP accepts referrals from DMC-ODS Plan staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to DMC-ODS Plan, the provider, or the self-referred Member, respectively; and

vii. DMC-ODS Plan must have a process by which DMC-ODS Plan accepts referrals from MCP staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to MCP, the provider, or the self-referred Member, respectively.

Closed Loop Referrals. *Effective July 1, 2025, MCP must comply with DHCS Closed-Loop Referral Implementation Guidance. For all referrals made to Enhanced Care Management (ECM), Community Supports, and future CLR-applicable services, MCP must implement procedures to track, support, and monitor referrals submitted by the County of Kings Drug Medi-Cal Delivery System (DMC-ODS) through referral closure. MCP must also adhere to requirements for notifying the [Other Party] of the authorization status, referral loop closure*

reason and closure date within timeframes outlined in the guidance to support County of Kings Drug Medi-Cal Delivery System(DMC-ODS) in their awareness of referral status and outcomes for Members referred to CLR services. The Parties will work together collaboratively to establish the means and methods for MCP notifications for CLRs. DHCS requires MCPs to use electronic methods to notify referring entities of a referral's status, not paper-based methods. [1]

8. Care Coordination and Collaboration.

a. **Care Coordination**.

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

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

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

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

1. The requirement for DMC-ODS Plan to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;

2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

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

4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

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

5. A process for how MCP and DMC-ODS Plan will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers and providers are engaged in the development of the Member's care;

6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;

7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and

8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. **Transitional Care**.

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC-ODS Plan will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home-or community-based settings,[2] level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.

2. For Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS Plan is the primary payer, DMC-ODS Plan is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS Plan, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC-ODS Plan in accordance with Section 11(a)(iii) of this MOU;

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

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

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);

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

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;

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

f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.[4]

3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC-ODS Plan services;

4. For inpatient residential SUD treatment provided by DMC-ODS Plan or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

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

vii. Enhanced Care Management.

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritize assigning a Member to a DMC-ODS Plan Provider as the ECM Provider if the Member receives DMC-ODS Plan services from that Provider and that Provider is a contracted ECM Provider, unless the Member has

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

expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions; and

b. That the Parties implement a process for DMC-ODS Plan Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.

2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS Plan care coordination. Members receiving DMC-ODS Plan care coordination can also be eligible for and receive ECM.

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

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

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

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

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

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

9. Quarterly Meetings.

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

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

c. The Parties each must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate

committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

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

e. Local Representation. MCP must participate, as appropriate, at meetings or engagements to which MCP is invited by DMC-ODS Plan, such as local county meetings, local community forums, and DMC-ODS Plan engagements, to collaborate with DMC-ODS Plan in equity strategy and wellness and prevention activities.

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

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable State and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[5]

a. **Data Exchange**. Except where prohibited by law or regulation, MCP and DMC-ODS Plan must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed-upon by the Parties are set forth in Exhibit 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

[5] CalAIM Data Sharing Authorization Guidance available at: https://www.dhcs.ca.gov/CalAIM/ECM/Documents/CalAIM-Data-Sharing-Authorization-Guidance.pdf.

annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC-ODS Plan and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC-ODS Plan Provider is serving as an ECM Provider;

ii. A process for DMC-ODS Plan to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for DMC-ODS Plan to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC-ODS Plan (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., DMC-ODS Plan alerts MCP of uses of SUD crisis intervention); and

v. A process for MCP to send admission, discharge, and transfer data to DMC-ODS Plan when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for DMC-ODS Plan to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Behavioral Health Quality Improvement Program.** If DMC-ODS Plan is participating in the Behavioral Health Quality Improvement Program, then MCP and DMC-ODS Plan are encouraged to execute a DSA. If DMC-ODS Plan and MCP have not executed a DSA, DMC-ODS Plan must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability**. MCP and DMC-ODS Plan must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and DMC-ODS Plan's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

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12. Dispute Resolution.

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

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

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

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

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

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

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

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

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

14. General.

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

b. **Documentation Requirements**. MCP and DMC-ODS Plan must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and DMC-ODS Intergovernmental Agreement. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

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

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

e. **Annual Review**. MCP and DMC-ODS Plan must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and DMC-ODS Plan must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

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

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

h. **Independent Contractors**. No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC-ODS Plan and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC-ODS Plan nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

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

Blue Cross of California Partnership Plan, Inc. (MCP)
Signature: Digitally signed by Les Ybarra Date: 2026.11.10 17:04:28 -08'00'
Date: 11/10/2026
Name: Les Ybarra
Title: President

Notice Address:
21215 Burbank Blvd, Suite100
Woodland Hills, CA 91367

County of Kings

Signature:_____
Date:_____
Name: Rusty Robinson
Title: Chairman Kings County Board of Supervisors

Notice Address:
Kings County Behavioral Health
1400 West Lacey Blvd, Bldg 13,
Hanford CA, 93230
BHContracts@co.kings.ca.us

Kaiser Foundation Health Plan, Inc. (MCP
Signature:_____
Date:_____
Name: Celia Williams
Title: Executive Director, Medicaid Care Delivery and Operations

Notice Address:
393 E. Walnut St.
Pasadena, CA 91188
Electronic Notice Delivery:
KPMOU@kp.org

County of Kings

Signature: Jennifer Thompson
Date: November 5, 2026
Name: Jennifer P. Thompson
Title: Deputy County Counsel

Notice Address:
Kings County Behavioral Health
1400 West Lacey Blvd, Bldg 13,
Hanford CA, 93230
BHContracts@co.kings.ca.us

The Fresno-Kings-Madera Regional Health Authority, dba CalViva Health (MCP)
Signature: Jeffrey Nkansah 0082B4FFFA70250CC2A9EE0F14C76F85 readysign
Date: 11/12/2026
Name: Jeffrey Nkansah
Title: Chief Executive Officer (CEO)
Notice Address:
7625 North Palm Avenue, Suite 109
Fresno, CA 93711

CalViva Health Subcontractor: Health Net Community Solutions, Inc (MCP)
Signature: Dorothy Seleski 518C2B58C61A08CAC86D084B7249 readysign
Date: 11/12/2026
Name: Dorothy Seleski
Title: Senior Vice President, Medi-Cal Product
Notice Address:
21281 Burbank Blvd.
Woodland Hills, CA 91367

Exhibit A

MCP-DMC-ODS Responsible Person Liaisons referenced in Sections 4.b.

Liaisons	**Blue Cross of California Partnership Plan, Inc.**
MCP Responsible Person	Director, Program Management
MCP-DMC Liaison	Program Manager
Liaisons	**Kaiser Foundation Health Plan, Inc.**
MCP Responsible Person	Regional Director, MOU Implementation
MCP-DMC Liaison	MOU Coordinator
Liaisons	**The Fresno-Kings-Madera Regional Health Authority, dba CalViva Health**
MCP Responsible Person	Program Manager, County Relations & MOU Compliance
MCP-DMC Liaison	Service Coordination Liaison
Liaisons	**CalViva Health Subcontractor: Health Net Community Solutions, Inc.**
MCP Responsible Person	Program Manager, County Relations & MOU Compliance
MCP-DMC Liaison	Service Coordination Liaison

Exhibit B

DMC-ODS County Responsible Person and Liaison as referenced in Sections 5.b

Liaison	County of KINGS
DMC-ODS Responsible Person	Compliance Officer
DMC-ODS Liaison	SUD-DMC Quality Assurance Manager

Exhibit C

Data Elements

a. MCP and DMC-ODS County must share the following data elements:

   i. Member demographic information; (including Medi-Care ID, Medi-Care Beneficiary Identification (MBI) if applicable)

   ii. Behavioral and physical health information;

   iii. Diagnoses and assessments;

   iv. Medications prescribed;

   v. Laboratory results;

   vi. Referrals/discharges to/from inpatient or crisis services; and

   vii. Known changes in condition that may adversely impact the Member's health and/or welfare