MEMORANDUM OF UNDERSTANDING

For

SPECIALTY MENTAL HEALTH SERVICES IN MEDI-CAL MENTAL HEALTH PLANS

Between

LOCAL INITIATIVE HEALTH AUTHORITY OF LOS ANGELES COUNTY
operating and dba L.A. CARE HEALTH PLAN

BLUE CROSS OF CALIFORNIA dba ANTHEM BLUE CROSS

BLUE SHIELD OF CALIFORNIA PROMISE HEALTH PLAN

And

LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by the Local Initiative Health Authority of Los Angeles County operating and doing business as L.A. Care Health Plan ("Local Initiative", or "L.A. Care", or "Managed Care Plan", or "MCP") , Blue Cross of California dba Anthem Blue Cross, a California health care service plan ("Anthem"), Blue Shield of California Promise Health Plan, a California health care service plan ("Blue Shield Promise") and Los Angeles County, Department of Mental Health, operating as the Los Angeles County Local Mental Health Plan ("DMH" or "MHP"), effective as of September 1, 2025 ("Effective Date").

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

B. WHEREAS, MCP has entered into prior Services Agreements, as amended, with Blue Cross of California dba Anthem Blue Cross and Blue Shield of California Promise Health Plan (referred to herein individually as "Plan" or "Subcontractor" and collectively as "Plan Partners", or "Subcontractor/s") to provide and arrange for the provision of health care services for Local Initiative enrollees as part of a coordinated, culturally and linguistically sensitive health care delivery program in accordance with the requirements of the Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS") and all applicable federal and State laws;

C. WHEREAS, pursuant to the Services Agreements and Local Initiative policies and procedures, MCP has delegated to Plan Partners the obligation to provide certain health services and functions ("Delegated Activities") under the Medi-Cal Managed Care Program to Medi-Cal Members who are enrolled in the Local Initiative Medi-Cal Plan;

D. WHEREAS, MCP, Plan Partners and MHP shall be referred herein individually as a "Party" and collectively as "Parties" to this MOU;

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

F. 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.

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

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

   a. "**MCP/Plan Responsible Person**" means the person designated by MCP/Plan to oversee the MCP and Plan coordination and communication with MHP and ensure MCP/Plan's compliance with this MOU as described in Section 4 of this MOU.

   b. "**MCP/Plan Liaison**" means MCP/Plan's designated point of contact responsible for acting as the liaison between MCP/Plan and MHP as described in Section 4 of this MOU. The MCP/Plan Liaison must ensure 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/Plan Responsible Person and/or MCP/Plan compliance officer as appropriate.

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

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

   e. "**Network Provider**" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS and, as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

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

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

2. Term and Termination.

a. The initial term of this MOU shall be from the Effective Date and shall continue through December 31, 2029 ("Initial Term"), with option to extend for an additional five (5) years ("Renewal Term"), unless terminated subject to the provision below.

b. At least one hundred eighty (180) calendar days prior to the expiration of the Initial Term of this MOU, the Parties agree to meet and review the existing MOU terms and conditions, as may be amended in accordance with Section 14.f of this MOU, to determine whether to extend the MOU for an additional five (5) years (i.e., to create a Renewal Term, with the same terms and conditions with no further action by the Parties), or for Parties to enter into a new/replacement MOU.

c. The Initial Term and any applicable Renewal Term are collectively referenced herein as "Term", unless terminated subject to the provision below.

d. Notwithstanding the above, a Party may terminate this MOU with or without cause upon thirty (30) calendar day's written notice to the other Party. This MOU may be terminated immediately upon the mutual written agreement of the Parties.

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

4. MCP/Plan Obligations.

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

b. **Oversight Responsibility.** The designated MCP/Plan Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP/Plan's compliance with this MOU. The MCP/Plan's Responsible Person must:

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

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

iii. Ensure there is a sufficient staff at MCP/Plan who support compliance with and management of this MOU;

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

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

vi. Serve, or designate a person at MCP/Plan to serve, as the MCP/Plan-MHP Liaison, the point of contact and liaison with MHP. The MCP/Plan-MHP Liaison is listed in Exhibit A of this MOU. MCP/Plan must notify MHP of any changes to the MCP/Plan-MHP Liaison in writing as soon as reasonably practical but no later than the date of change. MCP must notify DHCS within five (5) Working Days of the change.

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

5. MHP Obligations.

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

b. **Oversight Responsibility.** The designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP/Plan. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCP/Plan of changes to the MHP Liaison on the date of change. The MHP Responsible Person must:

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

ii. Report on MHP's compliance with the MOU to MHP's compliance officer at least quarterly. MHP's compliance officer is responsible for MOU compliance oversight and reports as part of MHP's compliance program and must address any compliance deficiencies in accordance with MHP's compliance program policies;

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

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

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

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

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers 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 respective employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP/Plan with carrying out the responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 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 their Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational

materials related to accessing Covered Services, including services provided by MHP.

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

d. The Parties may together develop training and educational resources covering the services provided or arranged by the Parties, and each Party will 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/Plan and MHP policies and procedures, and with clinical practice standards.

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

7. <u>Screening, Assessment, and Referrals</u>.

a. **<u>Screening and Assessment</u>.** The Parties must develop and establish policies and procedures that address how Members 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 and any superseding APLs or BHINs.

i. MCP/Plan 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/Plan and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP/Plan and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP/Plan or MHP to seek mental health services. MCP/Plan and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP/Plan and MHP will 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/Plan 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/Plan and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22065, including:

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

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

3. The process by which MCP/Plan:

a. Accepts referrals from MHP for assessment and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.

c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.

4. The process by which MHP:

    a. Accepts referrals from MCP/Plan for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.

    b. Provides referrals to MCP/Plan for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP/Plan.

    c. Provides a referral to an MCP/Plan Network Mental Health Provider (if processes have been agreed upon with MCP/Plan), and the mechanisms of confirming the MCP/Plan Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP/Plan.

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

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

6. The process by which MCP/Plan (and/or its Network Providers):

    a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

    b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

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

    d. Coordinates with MHP to facilitate transitions between MCP/Plan and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS

provider and vice versa, and the new provider accepts the referral and provides care to the Member.

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

   a. Accepts referrals from MCP/Plan, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

   b. Provides referrals to MCP/Plan, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

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

iii. MHP must refer Members to MCP/Plan for MCP/Plan'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"), or Complex Care Management ("CCM"), or Community Supports. If MHP is also an ECM Provider, MHP will provide ECM services pursuant to a separate agreement between MCP/Plan and MHP for ECM services. This MOU does not govern MHP's provision of ECM services.

iv. MCP/Plan 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. **Closed Loop Referrals**.

Effective July 1, 2025, MCP/Plan must comply with DHCS Closed-Loop Referral Implementation Guidance. For all referrals made to Enhanced Care Management (ECM), Community Supports, and future Closed Loop Referral (CLR)-applicable services, MCP/Plan must implement procedures to track, support, and monitor referrals submitted by MHP through referral closure. MCP/Plan must also adhere to requirements for notifying the MHP of the authorization status, referral loop closure reason and closure date within timeframes outlined in the guidance to support MHP 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/Plan notifications for CLRs. DHCS requires MCP/Plans to use electronic methods to notify referring entities of a referral's status, not paper-based methods.

8. **Care Coordination and Collaboration.**

   a. **Care Coordination.**

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

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

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

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

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

         2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative, and considers the Member's established therapeutic relationships;

         3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP/Plan 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, MHP is primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP/Plan is responsible for ensuring transitional care coordination as required by Population Health Management [2] including, but not limited to:

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

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

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

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

[2] 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

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;
e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

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

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP/Plan or MHP services.

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

4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. **Clinical Consultation.**

1. The Parties must establish policies and procedures for MCP/Plan and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

vii. **Enhanced Care Management.**

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

a. That MCP/Plan 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/Plan identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;

b. That the Parties implement a process for SMHS Providers to refer their patients to MCP/Plan for ECM if the patients meet Population of Focus criteria; and

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

viii. **Community Supports.**

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

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

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

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

ix. **Eating Disorder Services.**

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP/Plan is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members. Specifically:

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

b. MCP/Plan must also provide or arrange for NSMHS for Members requiring eating disorder services.

2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP/Plan is responsible for the medically necessary physical health components.

    a. MCP/Plan 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 from an eating disorder and who do not meet criteria for psychiatric hospitalization.

    b. Further, the APL 22-003 states, "if it is medically necessary for a youth under age 21 to receive residential treatment or day treatment intensive services to treat the eating disorder, the MCP/Plan and MHP need to provide or arrange for such services". Since eating disorder are complex conditions involving both physical and psychological symptoms and complications, the treatment typically involves blended physical and mental health interventions, which MCP/Plan and MHP are jointly responsible to provide (Welfare and Institutions Code Section 14184.402 (b)-(d), (f), (i)(1). Intensive Outpatient Programs (IOPs) are included under "day treatment intensive services". Although the specific terminology ("IOP") is not used, MCP/Plan and MHP are required to share a joint responsibility for IOPs, as those programs would be considered "day treatment intensive services.

    c. **Share of Cost**. In accordance with APL 22-003, the Parties agree to the following split for MCP/Plan and MHP to share the cost of services provided in partial hospitalization and residential eating disorder programs, including IOPs as described above.

        i. MHP shall be responsible for establishing a network of providers for partial hospitalization, residential programs and IOPs for eating disorder treatment, including contracts detailing payment mechanisms with such providers.

        ii. The Parties agree to a 50/50 percent or equal split of eating disorder cost or claims payment made by MHP to partial hospitalization and residential program providers, including IOPs.

        iii. MHP shall submit an invoice, each directly and separately to MCP/Plan, on a monthly basis, along with attestation and supporting documentation, e.g., authorization, referrals, discharge summary, and/or other relevant information ("Invoice Package"), the format and details to be mutually agreed by all Parties.

iv. In instances where a Member is receiving ongoing treatment over the course of several months, MHP shall include the Member's progress notes for each month in which an invoice is submitted to MCP/Plan. These progress notes must provide a detailed summary of the Member's treatment and progress during the invoiced period. In the final month of treatment, when the Member is discharged, MHP shall provide a comprehensive discharge summary along with the monthly invoice. The discharge summary must include a detailed account of the treatment provided, the outcomes achieved, and recommendations for follow-up care. The payment for each invoiced month will correspond to the services provided during that period and will be reviewed for accuracy based on submitted progress notes and discharge summary, as applicable.

v. Subject to review and approval by MCP/Plan of the Invoice Package, MCP/Plan shall reimburse MHP fifty percent (50%) of the total claims payments made by MHP for eating disorder to partial hospitalization, residential program and IOP providers, within ninety (90) days from the date of Invoice Package submission by MHP.

vi. MCP/Plan reserve the right to audit all invoices submitted by MHP to verify actual payments made to providers. Upon request, MHP shall provide MCP/Plan with proof of payments made to providers and any relevant documentation necessary to substantiate the charges invoiced. MHP agrees to cooperate fully with MCP/Plan's auditing process, including but not limited to, providing access to records, reports, and personnel as reasonably required to complete the audit.

x. **Prescription Drugs.**

1. The Parties have established policies and procedures to coordinate prescription drugs, laboratory, radiological and radioisotope service procedures. The joint policies and procedures must include:

   a. MHP is obligated to provide the names and qualifications of prescribing physicians to MCP/Plan.

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

   c. The oversight and administration of the Medi-Cal pharmacy benefit is managed through the Fee-For-Service (FFS) delivery system known as Medi-Cal Rx.

d. DHCS provides updated "Resources and Reference Materials" related to the implementation of pharmacy services from Medi-Cal Managed Care to Medi-Cal Rx fee for services through their website:https://www.dhcs.ca.gov/provgovpart/pharmacy/Pages/Medi-CalRX.aspx

e. MHP shall enter and execute a contract with laboratory service provider(s) (Laboratory Service Provider or LSP) listed in the MCP/Plan's laboratory provider network. Due to the volume and categories of client population the MHP served, MHP and MCP/Plan, agreed to the following processes for laboratory services ordered by MHP for MHP clients and provided by LSP.

i. MHP shall only pay for laboratory services provided by LSP to MHP clients that are uninsured.

ii. MCP/Plan maintains separate agreement with LSP(s) to allow for billing of laboratory services ordered by MHP and provided to MHP clients who are MCP/Plan members.

iii. No MCP/Plan prior authorization is required for services ordered by MHP to be rendered at LSP for MCP/Plan Members.

iv. MCP/Plan shall pay LSP under the terms of its separate provider services agreement for laboratory services provided to MCP/Plan Members.

xi. **Gray Area Services.**

MHP is responsible for specialty mental health services for covered diagnoses. However, a covered diagnosis may be present at the same time as a member has a diagnosis related to fixed neurological deficits with behavioral manifestations. If there is a co-occurring mental health diagnosis, then specialty mental health services may be authorized by MHP to treat the symptoms related to the covered diagnosis only. Gray area cases will be addressed within the Behavioral Health Oversight and Coordination Meeting.

1. Electroconvulsive Treatment (ECT): If the member has been assessed by MHP to meet the criteria for ECT treatment to address their included diagnosis, and other less invasive treatments are found to be ineffective, then MHP may coordinate ECT services with the MCP/Plan. MHP will be responsible for payment of the psychiatric professional services only. The MCP/Plan will be responsible for payment of facility fees and anesthesia service.

2. Dementia: While Dementia and its manifestations are not an MHP included diagnosis, if a member is assessed by MHP as having a co-occurring covered diagnosis that meets the criteria, then specialty mental health services may be authorized. Non-specialty mental health services will be covered by the MCP/Plan.

3. Medical Inpatient Hospitalization Requiring Transfer to a Psychiatric Bed: Medi-Cal Members initially hospitalized on a medical floor for treatment of a medical condition, who have co-occurring psychiatric symptoms and meet criteria for involuntary detention, cannot be transferred to an acute psychiatric hospital until medically cleared; other than occasions when their combined treatment needs can be met at DMH contracted facility that could meet both the medical condition and acute psychiatric needs of the member.

4. Transcranial Magnetic Stimulation (TMS): MHP offers TMS for members who meet SMHS criteria and for whom the service is medically necessary (e.g., not responding to psychotropic medications/resistant to medication treatment or are unable to tolerate medications). MHP will be responsible for payment of services related to the treatment of TMS for members who meet SMHS criteria.

9. Quarterly Meetings.

a. MCP/Plan and MHP must meet as frequently as necessary, and at least quarterly, to ensure proper oversight of this MOU and 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, MCP and MHP 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 obligations under the Medi-Cal Managed Care Contract, the MHP Contract, and this MOU.

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

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

e. Local Representation. MCP/Plan must participate, as appropriate, in meetings or engagement to which MCP/Plan are invited by MHP, such as local county meetings, local community forums, and MHP engagement, to collaborate with MHP in equity strategy and wellness and prevention activities.

10. **Quality Improvement.** The MCP/Plan and MHP 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 meant 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. MCP/Plan and MHP must document these QI activities in policies and procedures.

11. **Data Sharing and Confidentiality.** MCP/Plan and MHP 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, confidentially, and in compliance with the requirements set forth below to the extent permitted under applicable State and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 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.[3]

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

[3] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: : https://www.dhcs.ca.gov/CalAIM/ECM/Documents/CalAIM-Data-Sharing-Authorization-Guidance.pdf

i. A process for timely exchange of information about Members eligible for ECM, regardless of whether the SMHS provider is serving as an ECM provider;

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

iii. A process for MHP to send admission, discharge, and transfer data to MCP/Plan when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) and for MCP/Plan to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP alerts MCP/Plan of Members' uses of mobile health, psych inpatient, and crisis stabilization; and MCP/Plan alerts MHP of Members' visits to emergency departments and hospitals); and

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

b. **Behavioral Health Quality Improvement Program**. If MHP is participating in the Behavioral Health Quality Improvement Program, then MCP/Plan and MHP must execute a State Data Exchange Framework Data Sharing Agreement ("DSA") for the safe sharing of information. If MHP and MCP/Plan have not executed such DSA, MHP must sign a Participation Agreement to onboard with a Health Information Exchange ("HIE") that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP/Plan and MHP must make available to Members their electronic health information held by MCP/Plan 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/Plan must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP/Plan and MHP's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

d. **Disaster and Emergency Preparedness.** The Parties will develop policies and procedures to mitigate the effects of natural, man-made, or war-caused disasters involving emergency situations and/or broad health care surge events greatly impacting the Parties' health care delivery system to ensure the continued

coordination and delivery of MHP services and MCP/Plan's Covered Services for impacted Members.

12. <u>Dispute Resolution</u>.

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/Plan and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated in accordance with Section 2 of this MOU. 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. Disputes between MCP/Plan and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or MHP to DHCS.

b. Disputes between MCP/Plan 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 (3) Working 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/Plan and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements).

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

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

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

    ii. When the dispute concerns MCP/Plan'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/Plan 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/Plan 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/Plan provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP/Plan 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/Plan or MHP is financially liable for services, MCP/Plan or MHP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one (1) Working Day after identification of a dispute to attempt to resolve the dispute at the MCP/Plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP/Plan and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, and federal law.

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

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

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

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

13. Equal Treatment.

Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP who are not Members. Pursuant to Title VI, 42 United States Code Section

2000d, et seq., MHP cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.

14. General.

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

b. **Documentation Requirements.** MCP/Plan and MHP 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. If DHCS requests a review of any existing MOU, the MCP or MHP 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 may delegate their 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 Downstream Subcontract or Network Provider 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/Plan and MHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

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

g. **Policies and Procedures.** The policies and procedures related to this MOU are incorporated by reference and may be updated independently of the MOU. All Parties agree that operational policies may be modified to adapt to changing conditions, regulations, or best practices, provided they do not conflict with the core terms of the MOU. In the event of any such changes, all Parties shall be notified in a timely manner to ensure continued alignment and effective implementation.

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

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

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

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

15. **Indemnification.** MCP and MHP shall indemnify, defend and hold harmless each other, their elected and appointed officers, directors, employees, and agents from and against any demands, claims, damages, liability, loss, actions, fees, costs, and expenses, including reasonable attorneys' fees, or any property, resulting from the misconduct, negligent acts, errors or omissions by the other party or any of its officers, directors, employees, agents, successor or assigns related to this MOU, its terms and conditions, including, without limitation, a breach or violation of any State or federal privacy and/or security laws, regulations and guidance relating to the disclosure of PHI, personally identifiable information or other

confidential information of a party hereunder. The terms of this Section shall survive the termination of this MOU.

16. **Insurance.** General Provisions for all Insurance Coverage: Without limiting MCP and MHP's indemnification to each other, and during the pendency of this MOU, both MCP and MHP shall provide and maintain at its own expense insurance coverage, which may include self-insurance, sufficient for liabilities which may arise from or relate to this MOU.

(Remainder of this page intentionally left blank)

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

L.A. CARE HEALTH PLAN

Signature: [redacted]

Name: Noah Paley

Title: Chief of Staff - Executive Services

Date: 8/26/2025 | 7:24 PM PDT

Notice Address: [redacted]

PLAN PARTNERS / SUB-CONTRACTORS

BLUE CROSS OF CALIFORNIA dba ANTHEM BLUE CROSS

Signature: [redacted]

Name: Les Ybarra

Title: President, Anthem Blue Cross Medicaid

Date: 8/27/2025 | 10:14 AM PDT

Notice Address: [redacted]

BLUE SHIELD OF CALIFORNIA PROMISE HEALTH PLAN

Signature: [redacted]

Name: Kristen Cerf

Title: President and CEO

Date: 8/26/2025 | 6:20 PM PDT

Notice Address: [redacted]

MENTAL HEALTH PLAN

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH	
Signature:	[redacted]
Name:	Lisa H. Wong, Psy.D.
Title:	Director, Department of Mental Health
Date:	August 26, 2025
Notice Address:	[redacted]

EXHIBITS A and B

TO

MEMORANDUM OF UNDERSTANDING

RESPONSIBLE PERSON / LIAISON

The list below identifies the MCP/Plan and MHP Liaisons and Responsible Persons.

	LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH (MHP)	L.A. CARE HEALTH PLAN (MCP)	ANTHEM BLUE CROSS (PLAN)	BLUE SHIELD PROMISE (PLAN)
Responsible Person	Mental Health Program Manager	Behavioral Health Services Department	Director, Program Management	Director, Behavioral Health Program Manager, Behavioral Health
Liaison	Mental Health Program Analyst	Behavioral Health Services Department	Program Director	Director, Behavioral Health Program Manager, Behavioral Health

EXHIBIT C

TO

MEMORANDUM OF UNDERSTANDING

DATA EXCHANGE PROTOCOL

I. Behavioral Health Data

1. Background

This document describes the data exchange protocols for the purpose of coordinating physical health, primary care, and specialty Behavioral Health (BH) care among enrollees of L.A. Care Health Plan ("L.A. Care"), who are also clients of Los Angeles County Department of Mental Health ("DMH"). This document serves as a protocol for the exchange of protected health and identifying information between DMH, L.A. Care and its Plan Partners: Blue Cross of California doing business as Anthem Blue Cross ("Anthem") and Blue Shield of California Promise Health Plan ("Blue Shield Promise").

2. MCP/Plan Behavioral Health Data File

a. 834 Eligibility files

L.A. Care shall extract a file of current Members enrolled in its Medi-Cal Managed Care Program on the date the file is extracted from its eligibility system, as applicable, ("L.A. Care Eligibility File"). DMH will provide a secured location for L.A. Care to place the L.A. Care Eligibility File, initially in the form of a flat text file or an X12 834 file, on an interval agreed upon by DMH and L.A. Care. The L.A. Care Eligibility File shall contain the following demographic data elements as available to L.A. Care:

- Member First Name
- Member Last Name
- Member Social Security Number
- Member Client Identification Number (CIN)
- Member Date of Birth
- Member Residence Address
- Member Residence City
- Member Residence State
- Member Residence Zip
- Member Gender
- Member Ethnicity
- Member Race

- L.A. Care Internal Member Identification Number
- Primary Care Physician Name
- Primary Care Physician Contact Phone Number
- Primary Care Physician Address

The above data in the L.A. Care Eligibility File shall be referred to as "Eligibility Data".

3. **Matching by DMH to Identify Common Members**

a. DMH shall use the L.A. Care Eligibility File and the Eligibility Data therein to conduct a match of Members who are also DMH clients and receiving Mental Health services at DMH (Common Member(s)), on an interval agreed upon by DMH and L.A. Care. Upon receipt of the L.A. Care Eligibility File, DMH shall load the Eligibility Data to the DMH Data Warehouse.

b. Upon completion of the match, DMH shall permanently delete and destroy from all systems and files, including the DMH Data Warehouse, any Eligibility Data of Members who did not match, and are also not current DMH clients receiving Mental Health services at DMH (Non-matched Members). DMH shall provide a certificate of data destruction with respect to the permanent deletion and destruction of Eligibility Data of Non-matched Members. DMH shall not use any data or information of Non-matched Members for any purpose.

c. DMH will provide L.A. Care with four (4) files representing Common Members, and the data elements (Response Data Files) as provided in Section 5 below. DMH will include Common Member data, and Mental Health Provider contact information in the file sent to L.A. Care.

4. **DMH Purpose for Behavioral Health Data of Common Members**

a. DMH may use the Eligibility Data of Common Members for care and treatment purposes, including care coordination, and internal operational purposes as allowable under the Privacy Rules.

b. DMH shall not use the Eligibility File or any Eligibility Data therein for any other purpose except as permitted under this MOU.

c. The Response Data Files, described in detail in Section 5 below, will be placed on a secured server administered and maintained by the DMH. DMH shall ensure that the disclosure complies with this MOU, and all applicable rules and regulations prior to uploading the Response Data Files to the secure server. L.A. Care will retrieve the Response Data Files.

5. **DMH Response Data Files**

a. Upon completion of the match as provided under Section 2 above, DMH, shall extract and provide the data (as described below), of Common Members including those who currently have an open and active episode in DMH's Integrated Behavioral Health Information System (IBHIS) or successor Managed Care Information System (MCIS), or any successor information system thereto, to L.A. Care in the form of a flat text file or an X12 834 file.

i. DMH shall provide the following data files to L.A. Care:
- Common Member Demographic Data File
- Common Member Service Data File
- Common Member Diagnosis Data File
- Common Member Inpatient Data File

DMH's data files listed above shall be collectively referred to as the "Response Data Files".

b. DMH will provide the following data elements in the Response Data Files as available to DMH:

i. Common Member Demographic Data File:
- Medicare-Medicaid Plan (MMP) Internal Member Number
- Common Member CIN
- Common Member Social Security Number
- Common Member Last Name
- Common Member First Name
- Common Member Gender
- Common Member Date of Birth
- Common Member Residence Address 1
- Common Member Residence Address 2
- Common Member City
- Common Member State
- Common Member Zip code
- Common Member Cell Phone
- Common Member Work Phone
- Common Member Home Phone
- Common Member ID

ii. Common Member Service Data File:

- Common Member CIN
- Common Member ID
- Claim Number
- Service Line Sequence Number
- Date of Service or Fill Date
- Distinct Procedures (Current Procedural Terminology [CPT]) or other applicable codes
- Episode Admit Date
- Last Contact Date
- Provider Number
- Provider Name
- Provider - Contact Name
- Provider Phone Number
- Provider Address 1
- Provider City
- Provider State
- Provider Zip code
- Claim Status Service Location NPI
- Place of Service
- Program NPI
- Practitioner Name
- Practitioner NPI
- FSP Service
- TCM Service
- ICC Service
- ECM Enrolled

iii. Common Member Diagnostic Data File:

- Common Member CIN
- Common Member ID
- Claim Number
- Diagnosis Sequence Number
- Date of Service
- ICD Type (9 or 10)
- Distinct Diagnosis (ICD Code)

iv. DMH Common Member Inpatient Data File:

- Common Member CIN
- Member Last 4 Social Security Number
- Member Last Name
- Member First Name
- DMH Client ID
- Member Date of Birth
- Facility Name
- Facility Type
- Admission Date
- Discharge Date
- Primary Admission Diagnosis (ICD 10)
- Primary Discharge Diagnosis (ICD 10) Servicing Provider ID/NPI
- Billing Provider ID/NPI

6. L.A. Care Purpose for DMH Response Data Files

a. L.A. Care will use the information in the Response Data Files for the purposes of coordinating Common Members care, treatment, benefits and services rendered. L.A. Care will generate reports for distribution and to further disclose the information in the Response Data Files, including but not limited to mental health provider contact information, and to its providers, including but not limited to Primary Care Providers (PCPs), Plan Partners and Participating Provider Groups (PPGs) (collectively L.A. Care Providers), as appropriate via provider portal or other secure method, as mutually agreed upon by DMH and L.A. Care, e.g., SFTP site, which is allowable under applicable laws, rules and regulations.

b. The L.A. Care Providers, including the Plan Partners, will use the information in the Response Data Files, for the respective members assigned to them, received from L.A. Care for the purposes of coordinating Common Members' care, treatment, benefits and services rendered. MCP/Plan may also distribute the Common Members information to other providers who arrange for and/or render care, treatment, benefits, and services to the Common Member in a secure manner, as allowable under applicable rules and regulations[4]. That provider may then forward the Common Member's information to other providers and entities who provide care, treatment and other services, e.g., coordination of care, to the Common Member and may use such information as allowable under applicable rules and regulations.

[4] HIPAA, California Welfare & Institutions Code (WIC) Section 5328, and California Civil Code Section 56 et al.

II. **Miscellaneous Provisions**

With respect to the data exchanged under this MOU, the following provisions, to comply with the California Department of Health Care Services ("DHCS") rules and regulations, are added to the MOU:

1. Each Party desires to protect the privacy and provide for the security of all Medi-Cal Member data transferred and used pursuant to the MOU in compliance with: (i) the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); (ii) Title XIII of the American Recovery and Reinvestment Act of 2009 and regulations and guidance promulgated thereunder ("ARRA"), also known as the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"); and (iii) the California Confidentiality of Medical Information Act ("CMIA") (collectively, the "Privacy Rules"). In addition, each Party shall, at all times, comply with all State, Federal, and local laws, rules and regulations applicable to the Medi-Cal Member data including but not limited to DHCS guidance.

2. The Parties agree that the term Protected Health Information ("PHI") shall be the same as defined under HIPAA and shall include personally identifiable information ("PII") per DHCS regulations, and "medical information" and "information" as used in the CMIA.

3. Each Party shall share only the Medi-Cal Member data in compliance with HIPAA's Minimum Necessary Rule.

4. At all times, each Party shall use the Medi-Cal Member data only for the purposes specified in this MOU, and as allowable under applicable laws, rules, and regulations or as Required by Law.

5. Each Party shall ensure that only its respective authorized individuals have role-based access to the Medi-Cal Member data including any software, systems, folders, files, and servers in or on which the Medi-Cal Member data is stored, maintained, or analyzed. In addition, each Party, for itself alone, shall implement administrative, physical, and technical safeguards and security measures necessary to maintain the safety, security, confidentiality, availability and integrity of the Medi-Cal Member data, including the prevention and detection of unauthorized use, access or disclosure of Medi-Cal Member data, in compliance with applicable Federal and State rules, and regulations, including applicable Privacy Rules, and healthcare data privacy industry standards. Each Party shall conduct continuous monitoring to ensure the effectiveness of safeguards. Each Party shall ensure that all personnel with access to Medi-Cal member data must undergo annual HIPAA compliance training and documentation of this training must be maintained and available for review. Each Party shall require that its Subcontractors, if any, shall comply with the provisions of this Section.

6. Each Party shall only disclose the Medi-Cal Member data as required for its respective purpose and as allowed by applicable Federal and State rules, and regulations, including applicable Privacy Rules. Each Party may include Medi-Cal Member data in aggregate reports and analytics for the purpose and as allowable under applicable laws, rules and regulations, including applicable Privacy Rules. Each Party acknowledges and agrees that it shall not sell or otherwise commercialize any of the Medi-Cal Member data shared, in whole or in part, or in combination with any other information or data obtained from any other source.

7. Each Party acknowledges and agrees that other Party may be required to file this MOU with applicable regulatory agencies, including but not limited to the DHCS and Department of Managed Health Care ("DMHC"). If any government or regulatory agency objects to the data sharing under this MOU, then that Party shall inform the other Party, and this MOU shall immediately terminate, and the other Party shall immediately return or permanently destroy the data provided.

8. Each Party shall make all books and records pertaining to the MOU available for inspection and audit by State and Federal regulatory agencies, including the DHCS, and the California Department of Managed Health Care, during normal business hours, or as may be required by law. To the extent feasible, all such books and records pertaining to the MOU shall be located in California. At the request of a Party and/or a government agency, the applicable Party agrees that a true and accurate copy of all books and records located outside of California shall be made available for inspection in California.

9. Each Party shall obtain and maintain cyber security and data protection insurance, including for HIPAA breach, notices, civil liability, and regulatory penalties in the amount of Five Million Dollars ($5,000,000). The cybersecurity policy must cover liabilities for financial loss resulting from a Security Incident or Breach. No exclusion/restriction for unencrypted portable devices/media may be on the policy. If any policy of such insurance is issued on a "claims made" basis, then upon the termination of any such policy, the Party shall procure extended reporting ("tail") coverage for such policy for a period of three (3) years or if the Party retains PHI, then for the period it retains such PHI. Each Party for itself alone shall be responsible for all acts and omissions of its respective Subcontractors. A Party may procure the above coverage, including in the amounts specified, through a self-insured policy.

10. Each Party shall have an Incident Response Plan in place that outlines procedures for immediate action in case of unauthorized access or disclosure of Medi-Cal member data. Each Party shall, as soon as practicable, but in no event later than within twenty-four (24) hours of becoming aware, report any Use or Disclosure of PHI in violation of this MOU to the other Party's Privacy Officer. In such event, the Party shall, in consultation with the other Party, mitigate, to the extent practicable, any harmful effect that is known to the Party of such improper Use or Disclosure. In addition, a Party must report to the other Party any Security Incident or Breach of which it becomes aware or suspects in the following time and manner: (a) any

Security Incident will be reported to the Privacy Officer in writing, within twenty-four (24) hours of the time when Data Recipient first becomes aware or suspects such Security incident, and (b) any Breach of PHI (whether electronic, written, oral or in any other medium and whether secure or unsecured) shall be reported to the other Party's Privacy Officer within twenty-four (24) hours of the time when the Party first becomes aware or suspects of such Breach. For L.A. Care, all reports should be sent to PrivacyOfficer@lacare.org. For DMH, all reports should be sent to the County Chief Information Security Officer and Chief Privacy Officer at CPO_Notify@lacounty.gov; and to DMH Departmental Information Security Officer at InformationSecurity@dmh.lacounty.gov. Each Party will cooperate fully with the other Party in investigating any potential or actual Breaches or Security Incidences, including assistance, if requested, in conducting any harm threshold risk analyses. Each Party shall require that its Subcontractors comply with the provisions of this Section. A Party's breach of this Section shall be considered material of this MOU.

11. The provisions of this Section shall survive the termination or expiration of the MOU and shall be in full force and effect so long a Party maintains any Medi-Cal Member data or information in whole or in part, in any form, format, or medium.