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# MEMORANDUM OF UNDERSTANDING

between

**Kaiser Foundation Health Plan, Inc., Health Net Community Solutions, Inc.,** and **San Joaquin County Health Commission** doing business as **Health Plan of San Joaquin and Mountain Valley Health Plan** and **Stanislaus County Sheriff, Stanislaus County Probation, and Stanislaus County Correctional Facilities**

This Memorandum of Understanding ("MOU") is entered into by Kaiser Foundation Health Plan, Inc., Health Net Community Solutions, Inc., and San Joaquin County Health Commission doing business as Health Plan of San Joaquin and Mountain Valley Health Plan ("MCP") and Stanislaus County Sheriff, Stanislaus County Probation, and Stanislaus County Correctional Facilities ("Correctional Facility"), effective as September 26, 2026 ("Effective Date"). Correctional Facility, MCP, and relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that qualified incarcerated individuals ("Qualified Individuals") who are Medi-Cal beneficiaries enrolled in or have suspended enrollment in a MCP, including individuals newly enrolled during their period of incarceration, ("Members") are able to access and/or receive services in a coordinated manner from MCP and Correctional Facility;

WHEREAS, in January 2023, the Centers for Medicare and Medicaid Services ("CMS") approved a Section 1115 Demonstration authorizing waiver and expenditure authority that enables the California Department of Health Care Services ("DHCS") to cover a targeted set of Medi-Cal services for incarcerated individuals for up to 90 days prior to the expected date of release ("Justice Involved (JI) Initiative");

WHEREAS, Welfare and Institutions Code section 14184.800 states that "a qualifying inmate of a public institution shall be eligible to receive targeted Medi-Cal services for 90 days . . . prior to the date they are released from a public institution, if otherwise eligible for those services. . .";

WHEREAS, the Parties desire to ensure that Qualified Individuals receive a targeted set of Medi-Cal services for up to 90 days prior to expected date of release;

WHEREAS, by establishing relationships between Correctional Facility, MCP and Qualified Individuals prior to release, the Parties seek to improve health care outcomes for adults and youth who meet qualifying criteria for pre-release services as defined by the CalAIM Section 1115 Demonstration's Special Terms and Condition 9.2, youth who meet the "Eligible Youth" criteria as required under the Consolidated Appropriations Act, 2023 and defined in CMS' State Health Official Letter 24-004, "RE: Provision of Medicaid and CHIP Services to Incarcerated Youth," by connecting individuals to a network of health care services and supports prior to and upon release, and as described in the Policy and Operational Guide for Planning and Implementing the CalAIM Justice Involved Initiative (hereinafter, the "CalAIM JI Reentry Policy and Operational Guide"); and

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

WHEREAS, the Parties desire to ensure that Qualified Individuals who are enrolled or have suspended enrollment in MCP, receive services for which they are eligible in a coordinated manner, provide a process to share information across the Parties, and continuously evaluate the quality of care coordination provided.

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 DHCS, unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at https://www.dhcs.ca.gov/provgovpart/Pages/MMCDBoilerplateContracts.aspx.

a. "Behavioral Health Link" means the facilitation of referrals by Correctional Facility to county specialty mental health services ("SMHS"), Drug Medi-Cal ("DMC"), the Drug Medi-Cal Organized Delivery System ("DMC-ODS"), and/or MCP for Qualified Individuals who received behavioral health or substance use disorder ("SUD") services or medication while incarcerated, to allow for the continuation of behavioral health and/or SUD services upon release into the community.

b. "Care Manager Warm Handoff" or "Warm Handoff" is a required meeting between the Pre-Release Care Manager, the Post-Release JI Enhanced Care Management ("ECM") Provider, and the Qualified Individual to ensure care coordination and review the Reentry Care Plan.

c. "Correctional Facility Liaison" means Correctional Facility's designated point of contact responsible for acting as the liaison between MCP and Correctional Facility as described in Section 5 of this MOU. The Correctional Facility 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 Correctional Facility Responsible Person, as appropriate. The Correctional Facility Responsible Person may serve, or designate a person to serve, as the Correctional Facility Liaison. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in JI related practices.

d. "Correctional Facility Responsible Person" means the person designated by Correctional Facility to oversee coordination and communication with MCP and ensure Correctional Facility's compliance with this MOU as described in Section 5 of this MOU.

e. "JI Liaison" means an individual or a team (i.e., a live person(s), not an automated hotline) designated by MCP who will be available to support Correctional Facility, Pre-Release Care Managers, and/or ECM Providers as needed. The JI Liaison is MCP's designated point of contact responsible for acting as the liaison between MCP and Correctional Facility as described in Section 4 of this MOU. The JI Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate. Additional requirements for the JI Liaison are described in Section 13: MCP Requirements for Implementing Enhanced Care Management for the Justice Involved Population of Focus of the CalAIM JI Reentry Policy and Operational Guide.

f. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with Correctional Facility and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in JI related practices.

g. "Post-Release JI ECM Provider" or "JI ECM Provider" means an ECM Provider as defined in the ECM Policy Guide (i.e., a community-based entity with experience and expertise providing intensive, in-person care management services to individuals in one or more of the ECM Populations of Focus) that meets the minimum requirements to administer ECM services to justice-involved individuals and participate in Care Manager Warm Handoffs for Qualified Individuals. Additional requirements to administer ECM services are described in Section 8.4: Care Management Model and Section 10.2: Care Management Bundles of the CalAIM JI Reentry Policy and Operational Guide.

h. "Pre-Release Care Manager" means the individual providing pre-release care management services to individuals in the Correctional Facility. This position may be filled by an Embedded or an In-Reach Pre-Release Care Manager, defined as:

i. "Embedded Pre-Release Care Manager" means a care manager directly employed or contracted by Correctional Facility who delivers pre-release care management services to individuals in the Correctional Facility (in person or via Telehealth).

ii. "In-Reach Pre-Release Care Manager" means a community-based JI ECM care management Provider who delivers pre-release care management services to individuals in the Correctional Facility (in person or via Telehealth) and should become, as practicable, the individual's JI ECM Provider after an individual's release and enrollment into managed care.

i. "Qualified Individual" means an incarcerated individual who is found eligible for pre-release services as outlined in Section 6 of the CalAIM JI Reentry Policy and Operational Guide. For purposes of this MOU, Qualified Individuals are referred to as "Members."

j. "Reentry Care Plan" means a patient-centered health care plan of action created in collaboration with the Member, the clinician(s) providing consultation services (as available), and Correctional Facility's reentry planning team prior to the Member's release. The required elements of the Reentry Care Plan are defined in Section 8.4: Care Management Model of the CalAIM JI Reentry Policy and Operational Guide.

**2. Term.** This MOU is in effect as of the Effective Date and continues for a term of three years, or as amended in accordance with Section 14.f of this MOU.

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

## 3. Services Covered by This MOU.

a. This MOU governs the coordination between the Parties for the delivery of care and services for Members who are or have been incarcerated in Correctional Facility's custody and are enrolled, or have suspended enrollment, in MCP.

## 4. MCP Obligations.

Note: In counties with multiple MCPs, to the extent possible, MCP is encouraged to coordinate with other MCPs in the county to streamline coordination processes with Correctional Facility.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services for Members prior to their incarceration and after release from incarceration. MCP is also responsible for coordinating care for Members that may be provided by MCP's Network Providers and/or other Providers of Medi-Cal covered services including carved-out services and benefits prior to a Member's incarceration and after their release from incarceration.

b. **Oversight Responsibility.** MCP must designate an employee to act as the MCP Responsible Person on Exhibit A. The designated MCP Responsible Person is responsible for overseeing MCP's compliance with this MOU. (Note that the designated MCP Responsible Person is not responsible for overseeing Correctional Facility compliance with this MOU). MCP must notify Correctional Facility of any changes to the MCP Responsible Person in writing as soon as reasonably practical, but no later than the date of the change, and must notify DHCS within five Working Days of the change.

The MCP Responsible Person must:

i. Meet at least quarterly with Correctional Facility, 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 levels of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from Correctional Facility are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions and the CalAIM JI Reentry Policy and Operational Guide are conducted annually, and as otherwise described in

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

Section 6 of this MOU, 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 designate a person at MCP to serve, as the JI Liaison, the point of contact and liaison with Correctional Facility.

vii. MCP must notify Correctional Facility of any changes to the JI 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. The JI Liaison is listed in Exhibit B of this MOU. The contact information for the JI Liaison can be found in the Policies and Procedures.

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. Correctional Facility Obligations.

a. **Provision of Services.**

b. Correctional Facility is responsible for screening incarcerated individuals for Medi-Cal eligibility; supporting Medi-Cal applications, if applicable; screening all Medi-Cal-eligible adults for physical and behavioral health needs to determine if the individual meets access criteria for pre-release services; and activating the JI Aid Code in the JI Screening Portal, as defined in Section 4.2: Pre-Release Medi-Cal Application Process Implementation Requirements, Section 6.3: Screening Approach, and Section 6.7: JI Screening Portal of the CalAIM JI Reentry Policy and Operational Guide.

c. Correctional Facility is responsible for authorizing and delivering pre-release case management reentry services to eligible Members, through embedded and/or in-reach community-based providers, as described in the CalAIM JI Reentry Policy and Operational Guide.

d. **Oversight Responsibility.** Correctional Facility must designate a person to act as the Correctional Facility Responsible Person on Exhibit B. The designated Correctional Facility Responsible Person is responsible for overseeing Correctional Facility's compliance with this MOU. (Note that the designated Correctional Facility Responsible Person is not responsible for overseeing MCP compliance with this MOU). The Correctional Facility Responsible Person serves, or must designate a person to serve, as the designated Correctional Facility Liaison, the point of contact and liaison with MCP. The Correctional Facility Liaison is listed in Exhibit B of this MOU. The Contact information for the Correctional Facility Liaison can be found in the Policies and Procedures. Correctional Facility must notify MCP of changes to the Correctional Facility Liaison or Correctional Facility Responsible Person as soon as reasonably practical, but no later than the date of the change, except when such prior notification is not possible, in which case, notice should be provided within five Working Days of the change.

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

i. The Correctional Facility Responsible Person must:

(1) Meet at least quarterly with MCP, as required by Section 9 of this MOU;

(2) Ensure that there are sufficient staff at the Correctional Facility to support compliance with and management of this MOU.

(3) Manage and oversee the Correctional Facility Liaison (if the Correctional Facility Responsible Person is not also the Correctional Facility Liaison).

ii. The Correctional Facility 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 Correctional Facility Responsible Person, as appropriate.

e. **Compliance by Subcontractors and Downstream Subcontractors.**

i. Correctional Facility must require and ensure that its subcontractors and downstream subcontractors, as applicable, comply with all applicable provisions of this MOU.

## 6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist in carrying out the MCP's responsibilities. In the MCP training information, MCP must include what care management services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and Correctional Facility processes and services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services.

c. MCP must provide Correctional Facility, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

d. The Correctional Facility Responsible Person must ensure training and education regarding MOU provisions are conducted annually for the Correctional Facility's employees and

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

contractors, as applicable.

## 7. Referrals.

Note: for Members with short-term stays, referral activities should take place in accordance with the short-term model timelines defined in Section 8.2 of the CalAIM JI Reentry Policy and Operational Guide.

a. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate programs and/or services upon release from incarceration.

b. If Correctional Facility is providing pre-release care management, Correctional Facility must ensure the assigned Pre-Release Care Manager identifies the Covered Services or supports needed by Members upon reentry to the community.

c. If Correctional Facility is providing pre-release care management, Correctional Facility must ensure Members' needs are identified by developing a Health Risk Assessment and goals and objectives document and the Reentry Care Plan in accordance with the CalAIM JI Reentry Policy and Operational Guide Section 8.4: Care Management Model.

d. If Correctional Facility is providing pre-release care management, Correctional Facility must ensure that the assigned Pre-Release Care Manager refers Members for any needed services and/or supports to MCP through the JI Liaison or another identified pathway agreed to by the Parties.

e. If Correctional Facility is providing pre-release care management, MCP and Correctional Facility must coordinate to ensure that MCP receives all Member referrals for services or supports and any information needed to support the referral (e.g., Member's name, date of birth, client index number, expected address at the time of release, expected release date, recommended timeframe for requested services) for MCP to authorize and ensure the services or supports are available to Members upon release and effectuation of active MCP coverage.

f. MCP is responsible for ensuring that, upon release and effectuation of active MCP coverage, Members receive all Medically Necessary Covered Services for which they are referred by Correctional Facility clinical staff, the Embedded Pre-Release Care Manager, or the In-Reach Pre-Release Care Manager and for which the Member is eligible; such as Community Supports, medical transportation services, Primary Care Provider assignments, and assignments to other necessary Network Providers. MCP must ensure that these post-release Covered Services are coordinated by the Member's Post-Release JI ECM Provider.

g. **Closed-Loop Referrals.**

i. MCP must develop a process to implement the closed-loop referral requirements outlined in the Closed-Loop Referral Implementation Guidance, an Addendum to the CalAIM Population Health Management Policy Guide. MCP must work collaboratively with

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

Correctional Facility to develop and implement a process to ensure that MCP complies with the applicable provisions of the Closed-Loop Referral Implementation Guidance.

ii. Correctional Facility and Pre-Release Care Manager must comply with the Closed-Loop Referral Implementation Guidance when referring Members, who reside in Correctional Facility and receive or are eligible for pre-release services, to ECM and Community Supports.

iii. MCP must accept referrals during the 90 day pre-release period while individuals are incarcerated and ensure services are available on the day of release (or the day their MCP enrollment is active, if enrollment is effectuated subsequent to release). Closed-Loop Referral requirements apply to all referrals for ECM or Community Supports made while the individual is incarcerated and assigned to an MCP.

iv. MCP must provide a notice of authorization for ECM and Community Supports to Correctional Facility and the Member within the time frames set forth in APL 21-011 or superseding APL 21-011 (within 24 hours of authorization to Providers and within two business days of the authorization to the Member using the appropriate Notice of Action (NOA) template).

v. MCP must also provide a notice of referral loop closure to the Correctional Facility within two Working Days of receiving the information, as described in the Closed-Loop Referral Implementation Guidance.

vi. MCP must adhere to the same requirements for additional services DHCS integrates into subsequent versions of Closed-Loop Referral Implementation Guidance.

## 8. Care Coordination and Collaboration.

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

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

c. MCP must have policies and procedures in place to maintain collaboration with Correctional Facility and to identify strategies to monitor and assess the effectiveness of this MOU.

d. **Care Manager Assignments.**

i. MCP and Correctional Facility must work collaboratively to ensure that each Member is assigned a Pre-Release Care Manager and Post-Release JI ECM Provider (if different from the person assigned as the Pre-Release Care Manager). These assignments must be made as described in Section 8.4: Care Management Model of the CalAIM JI Reentry Policy and Operational Guide or as described in mutually agreed upon and formally documented

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

policies and procedures. For Members with short-term stays, assignments should take place in accordance with the short-term model timelines defined in Section 8.2: Short-Term Model Minimum Requirements of the CalAIM JI Reentry Policy and Operational Guide.

ii. MCP must respond to the Correctional Facility's requests for a Post-Release JI ECM Provider assignment to provide in-reach pre-release care management services and/or to participate in a Warm Handoff via the JI Liaison or other mutually agreed-upon methods.

iii. MCP must ensure that, in circumstances where the Member is served by an In-Reach Pre-Release Care Manager, that provider continues to serve the Member as their Post-Release JI ECM Provider.

iv. MCP must communicate confirmation of the JI ECM Provider assignment to Correctional Facility.

e. **Reentry Planning and Coordination.** Correctional Facility and MCP must conduct planning and coordination to ensure smooth reentry for Members consistent with Section 8.4: Care Management Model and Section 11: Reentry Planning of the CalAIM JI Reentry Policy and Operational Guide, including ensuring coordination for the following tasks. Note that, for Members with short-term stays, reentry planning and coordination activities should take place in accordance with the short-term model timelines defined in Section 8.2 of the CalAIM JI Reentry Policy and Operational Guide.

i. **Health Risk Assessments.** Upon request from the assigned Pre-Release Care Manager, MCP must coordinate and share information known or accessible to the MCP with the Pre-Release Care Manager and/or Correctional Facility about the Member's care and treating Providers prior to incarceration.

ii. **Creation of the Reentry Care Plan.** MCP must assist the assigned Pre-Release Care Manager with creating the Reentry Care Plan by timely responding to requests for post-release service authorizations and identifying in-Network or approved out-of-Network Providers to provide post-release care.

iii. **Behavioral Health Links.**

(1) Correctional Facility must conduct an initial mental health and SUD screening at intake and a second screening and/or full assessment, as indicated, in accordance with the CalAIM JI Reentry Policy and Operational Guide Section 6 to determine if the Member's behavioral health needs meet the Behavioral Health Link criteria described in the CalAIM JI Reentry Policy and Operational Guide Section 11.

(2) Correctional Facility must facilitate referrals for Members who meet the Behavioral Health Link criteria and require a Behavioral Health Link for either County-based behavioral health services (SMHS, DMC, or DMC-ODS) or managed care and/or Fee-For Service based behavioral health services, as described in Section 6 of the CalAIM JI Reentry

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

Policy and Operational Guide.

(3) For MCP-enrolled Members who do not meet the criteria for SMHS, DMC, or DMC-ODS services, Correctional Facility and MCP must coordinate to ensure the Member receives referrals for managed care Providers to meet their behavioral health needs post-release.[12] These referrals are to be shared with the JI ECM Provider.

(4) For MCP-enrolled Members who do not meet the criteria for SMHS, DMC, or DMC-ODS services, Correctional Facility must ensure that the Member's Pre-Release Care Manager coordinates with the Post-Release JI ECM Provider (if different) to facilitate the Member's Behavioral Health Link for managed care and/or Fee-For-Service delivery system Providers.

(5) MCP must ensure that the Post-Release JI ECM Provider participates in the Behavioral Health Link for managed care and/or Fee-For-Service behavioral health services and, upon request from the post-release behavioral health provider, for County-based behavioral health services (SMHS, DMC, or DMC-ODS).

(6) MCP must assist Correctional Facility by providing information about in-Network behavioral health providers, as requested.

(7) MCP must assist the assigned Pre-Release Care Manager or post-release JI ECM Provider (if different) in identifying available appointments with behavioral health providers within the recommended Behavioral Health Link follow-up timeframe.

iv. **Care Manager Warm Handoffs.** The Parties must comply with warm handoffs as described in Section 8.4: Care Management Model and Section 10.2: Care Management Bundles of the CalAIM JI Reentry Policy and Operational Guide. The Warm Handoff is required in cases where different care managers provide pre-release care management and post-release ECM (i.e., if a Qualified Individual is served by an Embedded Pre-Release Care Manager or if the Qualified Individual will be released into a county in which their In-Reach Pre-Release Care Manager does not operate): The warm handoff may be conducted in-person or via Telehealth.

(1) Correctional Facility and MCP must coordinate to ensure the Member's Embedded Pre-Release Care Manager and Post-Release JI ECM Provider conduct a Warm Handoff at least 14 days prior to the Member's release date (if known) in accordance with Sections 8.4: Care Management Model and 13: MCP Requirements for Implementing Enhanced Care management for the JI Population of Focus of the CalAIM JI Reentry Policy and Operational Guide.

(2) MCP must require that the JI ECM Provider participate in Warm Handoffs with Pre-Release Care Manager in person and/or via Telehealth.

(3) Correctional Facility must provide a private space and technical support, such as Telehealth equipment, for the Warm Handoff to occur.

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

(4) If the Warm Handoff does not occur before the Member is released from the Correctional Facility, Correctional Facility and MCP must develop written policies and procedures to ensure that:

a. Warm Handoffs occur within the first week following notification of the Member's release.

b. All necessary information to support the Warm Handoff is shared with the Post-Release JI ECM Provider within one business day of the Member's release. If the Post-Release JI ECM Provider was not identified prior to release, the Correctional Facility must share all necessary information with the MCP, which is then responsible for sharing that information with the Post-Release JI ECM Provider upon their assignment.

v. **Coordinated Care at Reentry.** Correctional Facility and MCP must coordinate to ensure Members receive coordinated care and a smooth transition upon their release.

(1) Correctional Facility must notify MCP within one business day of a Member's release, if Member is assigned to MCP.

(2) Correctional Facility must ensure that Post-Release JI ECM Provider (if different than the Pre-Release Care Manager) receives the Reentry Care Plan as a part of the Warm Handoff or, if the Warm Handoff does not take place before the Member is released from the Correctional Facility, within one business day of the Member's release. If the post-release JI ECM Provider was not assigned prior to release from incarceration, Correctional Facility must share the Reentry Care Plan with the MCP.

(3) If the post-release JI ECM Provider was not assigned prior to release from incarceration, the MCP must share the Member's Reentry Care Plan with the post-release JI ECM Provider and ensure that they share the Reentry Care Plan with clinical providers on an as needed basis (e.g., Primary Care Providers, specialists).

(4) MCP must ensure Members have access to Covered Services, including ECM, upon reentry into the community, either on the day of release or the day their MCP enrollment is effective (if enrollment is effectuated subsequent to release). In instances where a Member declines pre-release care management and/or post-release ECM, MCP must still ensure the Member is assigned to an appropriate provider for necessary post-release services.

(5) MCP must ensure that JI ECM Providers conduct a follow-up appointment with the released Member within one week of notification of release to ensure continuity of care, a seamless transition, and to monitor progress and the implementation of the Member's Reentry Care Plan.

## 9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of

this MOU, but not less frequently than quarterly, to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually. Meetings may be county-wide (i.e., all MCPs in the county attend) or regional (i.e., all MCPs and Correctional Facilities in a region attend), with case-specific issues handled in a separate forum between only the relevant parties. The Correctional Facility Liaison will facilitate these meetings.

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

c. MCP must invite Correctional Facility Responsible Person and their designee(s), as needed, and any additional appropriate Correctional Facility executives to participate in meetings with the MCP as frequently as necessary but at least quarterly to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

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

**e. Local Representation.**

i. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by Correctional Facility, such as local county meetings, local community forums, and Correctional Facility engagements.

**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. MCP must document these QI activities in its policies and procedures.

**11. Data Sharing and Confidentiality.** The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other state and federal privacy laws.

a. **Data Exchange.** MCP and Correctional Facility must share the minimum necessary data and information to facilitate pre- and post-release care management

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

assignments and coordinate care under this MOU and as described in the CalAIM JI Reentry Policy and Operational Guide. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include requested medical records, behavioral health data, including Behavioral Health Link information, physical health data, and the Member's Reentry Care Plan, for ensuring the confidentiality of exchanged information and data, and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

## 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. MCP must, and Correctional Facility should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within twenty (20) Working Days of initiating such dispute 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.

b. Disputes between MCP and Correctional Facility that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

## 13. Equal Treatment.

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

Docusign Envelope ID: E691178B-0082-8B1A-8350-27222DD331E8

## 14. General.

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

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within ten 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 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 a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP 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 must provide DHCS evidence of the annual review of this MOU and copies of any MOU 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, 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.

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h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between Correctional Facility 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 Correctional Facility nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

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

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

(Remainder of this page intentionally left blank)

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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.

**Health Net Community Solutions, Inc. (MCP)**

**Signature:** Signed by: Dorothy M. Seleski B9C33EEC816C499...
**Name: Dorothy M. Seleski**
**Title: Medi-Cal Director**
**Date:** 10/2/2026
**Notice Address:** 21281 Burbank Blvd. Woodland Hills, Ca 91367

**Correctional Facility Authorized Representative**

**Signature:** Signed by: Jeff Dirkse 41C36DA077A84E3...
**Name:** Jeff Dirkse
**Title:** Sheriff
**Date:** 11/9/2026
**Notice Address:**
250 E. Hackett Road, Modesto, CA 95358

**San Joaquin County Health Commission dba Health Plan of San Joaquin and Mountain Valley Health Plan (MCP)**

**Signature:** DocuSigned by: Lizeth Granados E3D607AE3066423...
**Name: Lizeth Granados**
**Title: Chief Executive Officer**
**Date:** 11/3/2026
**Notice Address:** 7751 S. Manthey Rd, French Camp, Ca 95231

**Kaiser Foundation Health Plan, Inc. (MCP)**

**Signature:** DocuSigned by: Celia Williams D004C83C3B9C4E0...
**Name: Celia Williams**
**Title: Chief Executive Director Medicaid Care Delivery and Operations**
**Date:** 11/3/2026
**Notice Address:** 393 E. Walnut St., Pasadena, Ca 91188

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# EXHIBITS A AND B

## JI and Correctional Facility Liaisons as referenced in Sections 4.b and 5.b of this MOU

| **COUNTY** | **COUNTY** |
|---|---|
| **Responsible Person** | **Liaison** |
| Sheriff - CalAIM Transformation Manger | CalAIM Transformation Manger |
| Probation - CalAIM Transformation Manger | CalAIM Transformation Manger |

| **MCPs** | **Responsible Person** |
|---|---|
| Health Plan of San Joaquin and Mountain Valley Health Plan | Director of Behavioral Health and Social Work |
| HealthNet | MOU Program Manager |
| Kaiser Foundation Health Plan, Inc. | Regional Director, MOU Implementation |
| | |
| **MCPs** | **JI Liaison** |
| Health Plan of San Joaquin and Mountain Valley Health Plan | Medical Management Contract Liaison |
| Health Plan of San Joaquin and Mountain Valley Health Plan | Manager of Social Services |
| HealthNet | Service Coordinator Liaison |
| Kaiser Foundation Health Plan, Inc. | MOU Liaison |

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# EXHIBIT C

## Data Elements

MCP and Correctional Facility may share the following data elements, including but not limited to:

i. Member demographic information;
ii. Behavioral and physical health information;
iii. Diagnoses, progress notes, and assessments;
iv. Medications prescribed;
v. Laboratory results; and
vi. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.