

**AMENDMENT NUMBER ONE
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH PLAN OF SAN MATEO
AND
BEHAVIORAL HEALTH & RECOVERY SERVICES**

This Amendment Number One to the Memorandum of Understanding (“MOU”) is entered into this **1st day of January, 2026** (the “Effective Date”), by and between the San Mateo Health Commission dba the Health Plan of San Mateo (“MCP”) and Behavioral Health & Recovery Services (“MHP”). MCP and MHP are sometimes individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, the Parties entered into the MOU effective November 1, 2024; and

WHEREAS, the Parties now wish to amend the MOU by adding a new sub-subsection 8.a.ix.3 under subsection ix (“Eating Disorder Services”) within Section 8 (“Care Coordination and Collaboration”) to address shared financial responsibility for certain services; and

NOW, THEREFORE, the Parties hereby acknowledge and agree on the following:

TERMS

1. Section 8.a.ix.3 is added under subsection ix (“Eating Disorder Services”) of Section 8 (“Care Coordination and Collaboration”) of the MOU as follows:

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 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 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, 2 or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring transitional care coordination as required by Population Health Management, 3 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;
 - 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 or MHP services.
 3. For inpatient mental health treatment provided by MHP or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.
 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 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 prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;
 - b. That the Parties implement a process for SMHS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and
 - 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, 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 and MHP protocols;
 - b. Identification of the Community Supports covered by MCP; 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 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 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 is responsible for the medically necessary physical health components.
 - a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.
 3. Notwithstanding the above, MHP and MCP acknowledge their shared responsibilities for covered services provided in partial hospitalization and residential eating disorder programs and shall each assume fifty percent (50%) of the financial liability for the cost of those services.
- x. Prescription Drugs.
1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:
 - a. MHP is obligated to provide the names and qualification of prescribing physicians to the MCP.
 - b. MCP is obligated to provide the MCP's procedures for obtaining authorization of prescribed rugs and laboratory services, including a list of available pharmacies and laboratories.
 2. All other terms and provisions of said MOU shall remain in full force and effect so that all rights, duties, obligations, and liabilities of the Parties hereto otherwise remain unchanged.
 3. The provision of this Amendment shall bind and insure to the benefit and constitutes the entire understanding between both Parties hereto and their heirs, legal representatives, successors, and assignees.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment by their authorized representatives.

MHP: Behavioral Health and Recovery Services

Health Plan of San Mateo

Executed by:

Executed by:

Jei Africa

Patrick Curran

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Signature

Signature

Dr. Jei Africa

Patrick Curran

Print Name

Print Name

Director

CEO

Title

Title

03/06/2026

03/06/2026

Date

Date

Notice Address:

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