Memorandum of Understanding
Between San Mateo Health Commission d/b/a Health Plan of San Mateo and San Mateo County Health

This Memorandum of Understanding ("MOU") is entered into by San Mateo Health Commission d/b/a Health Plan of San Mateo ("HPSM") and San Mateo County Health ("Other Party"), effective as of the date of execution ("Effective Date").

WHEREAS, HPSM 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 Medi-Cal beneficiaries enrolled, or eligible to enroll, in HPSM ("Members") are able to access and/or receive services in a coordinated manner from HPSM and Other Party; and

WHEREAS, the Parties desire to ensure that Members receive services available through Local Health Departments ("LHD") direct service programs with Other Party in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

WHEREAS, the Parties understand and agree that to the extent any data that is protected health information ("PHI") or personally identifiable information ("PII") exchanged in furtherance of this agreement originates from the California Department of Public Health ("CDPH") owned databases, LHD must comply with all applicable federal and State statutes and regulations and any underlying CDPH/LHD agreement terms and conditions that impose restrictions on access to, use of, and disclosure of that data.

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

1) **Definitions.** Capitalized terms have the meaning ascribed by HPSM'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) "HPSM Responsible Person" means the person designated by HPSM to oversee HPSM coordination and communication with the LHD Responsible Person, facilitate quarterly meetings in accordance with Section 9 Other Party and ensure HPSM'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 MCP practices noted in Exhibit A - Responsible Persons of this MOU.
   b) "HPSM-Other Party Liaison" means HPSM's designated point of contact responsible for acting as the liaison between HPSM and Other Party as described in Section 4 of this MOU. The HPSM-Other Party Liaison(s) as described in Section 4 of this MOU. The MCP-LHD Liaison(s) must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 10 – Quarterly Meetings of this MOU, and must provide updates to the HPSM Responsible Person and/or HPSM compliance officer as appropriate.

c) "Other Party Responsible Person" means the person designated by Other Party to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 10 of this MOU, HPSM and ensure Other Party's compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LHD practices noted in Exhibit A of this MOU.
d) "Other Party Liaison" means Other Party's designated point of contact responsible for acting as the liaison between HPSM and Other Party as described in Section 6 - Other Party Obligations of this MOU. The Other Party Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 10 of this MOU, and should provide updates to the Other Party Responsible Person as appropriate.

2) **Term.** This MOU is in effect as of the Effective Date and shall automatically renew annually, unless written notice of non-renewal is given in accordance with Section 19.c. of this MOU.

3) **Services Covered by This MOU.** This MOU governs the coordination between Other Party and HPSM for the delivery of care and services for Members who reside in Other Party's jurisdiction and may be eligible for services provided, made available, or arranged for by Other Party. The Parties are subject to additional requirements for specific LHD programs and services that LHD provides. Specifically, Other Party and HPSM will coordinate and provide services as further outlined in each of the following program exhibits ("Program Exhibits"):

a) Exhibit B Tuberculosis ("TB") Screening, Diagnosis, Treatment, and Care Coordination
b) Exhibit C Maternal Child and Adolescent Health ("MCAH")
c) Exhibit D Childhood Lead Poisoning Prevention Program ("CLPPP")
a) Exhibit E Women, Infants, Children ("WIC")

4) **HPSM Obligations**.

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

b) Oversight Responsibility. The Population Health Manager, the designated HPSM Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing HPSM's compliance with this MOU and as specifically outlined for each Program Exhibit. The HPSM Responsible Person must:

i) Meet at least quarterly with the LHD Responsible Person and LHD Program Liaisons Other Party, as required by Section 10 – Quarterly Meetings of this MOU;

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

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

iv) Ensure the appropriate levels of HPSM 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 Other Party are invited to participate in the MOU engagements, as appropriate;

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

vi) Serve, or may designate a person at HPSM to serve, as the HPSM- Other Party Liaison, the point of contact and liaison with Other Party or Other Party programs. The HPSM-Other Party Liaison is listed in Exhibit A of this MOU. HPSM must notify Other Party of any changes to the HPSM-Other Party 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.

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

6) **Other Party Obligations**.

a) Provision of Services. Other Party is responsible for services provided or made available by Other Party.

b) Oversight Responsibility. The HPSM's Chief Health Officer, the designated Other Party Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing Other Party's compliance with this MOU. The Other Party Responsible Person serves, or may designate a person to serve, as the designated Other Party Liaison, the point of contact and liaison with HPSM. The Other Party Liaison is listed in Exhibit A of this MOU. The Other Party Liaison may be the same person as the Responsible Person. Other Party may designate a liaison by program or service line. Other Party must notify HPSM of changes to the Other Party Liaison as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five Working Days of the change.

7) **Training and Education**.

a) To ensure compliance with this MOU, HPSM must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for HPSM's Network Providers, Subcontractors, and Downstream Subcontractors who assist HPSM with carrying out HPSM's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For person or entities performing these responsibilities as of the Effective Date, HPSM must provide this training within 60 Working Days of the Effective Date. Thereafter, HPSM 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. HPSM must require its

Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and Other Party programs and services to its Network Providers

b) In accordance with health education standards required by the Medi-Cal Managed Care Contract, HPSM must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by Other Party.

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

8) **Screening, Assessment, and Referrals.**

a) Referral Process. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate Other Party program and/or services.

b) The Parties must facilitate referrals to the relevant Other Party program for Members who may potentially meet the criteria of Other Party program and/or services and ensure Other Party has procedures for accepting referrals from HPSM or responding to referrals where Other Party cannot accept additional Members. HPSM must refer Members using a patient-centered, shared decision-making process. LHD should facilitate MCP referrals to LHD services or programs by assisting MCP Other Party should assist HPSM in identifying the appropriate Other Party program and/or services when assistance is required.

MCP must refer Members to LHD for direct service programs as appropriate including, without limitation, those set forth in Section 13.

c) Other Party should refer Members to HPSM for HPSM'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 Case Management ("CCM"). However, if Other Party is also an ECM Provider pursuant to a separate agreement between HPSM and Other Party for ECM services, this MOU does not govern Other Party's provision of ECM services.

9) **Care Coordination and Collaboration.**

a) The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU, including those in the applicable Program Exhibits.

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

c) HPSM must have policies and procedures in place to maintain collaboration with Other Party and to identify strategies to monitor and assess the effectiveness of this MOU. The HPSM and Other Party will comply with care coordination and collaboration outlined in the Program Exhibits.

d) The HPSM and Other Party will comply with care coordination and collaboration outlined in the Program Exhibits.

10) **Quarterly Meetings**.

a) MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and county engagements, to collaborate with LHD Programs on equity strategy and prevention activities.
b) The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.
c) Within 30 Working Days after each quarterly meeting, HPSM 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 HPSM's obligations under the Medi-Cal Managed Care Contract and this MOU.
d) HPSM must invite the Other Party Responsible Person, LHD Program Liaison(s), and appropriate Other Party program executives, plus all listed in this MOU to participate in HPSM quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors, as well as other LHD program staff should be permitted to participate in these meetings, as appropriate.
e) HPSM must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

11) **Local Representation.** HPSM must participate, as appropriate, in meetings or engagements to which HPSM is invited by Other Party, such as local county meetings, local community forums, and Other Party engagements, to collaborate with Other Party in equity strategy and wellness and prevention activities.

12) **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. HPSM must document these QI activities in its policies and procedures.

13) **Population Needs Assessment ("PNA").** HPSM will meet the PNA requirements by demonstrating meaningful participation in Other Party's Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where HPSM operates. HPSM must coordinate with Other Party to develop a process to implement DHCS guidance regarding the PNA requirements once issued. HPSM must work collaboratively with Other Party to develop and implement a process to ensure that HPSM and Other Party comply with the applicable provisions of the PNA guidance within 90 days of issuance.

14) **Non-Contracted LHD Services.** If Other Party does not have a separate Network Provider Agreement with HPSM and provides any of the following services as an out-of-network provider:
a) sexually transmitted infection ("STI") screening, assessment, and/or treatment;

b) family planning services;
c) immunizations; and
d) HIV testing and counseling

HPSM must reimburse LHD for these services at no less than the Medi-Cal Fee-For-Service ("FFS") rate as required by the Medi-Cal Managed Care Contract.

15) **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.** HPSM must, and Other Party is encouraged to, 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, which may include Member demographic, behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services provided or arranged for by LHD; 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 specific to a program are outlined in the applicable Program ExhibitG of this MOU. The Parties must annually review and, if appropriate, update the information and data elements shared pursuant to a Program Exhibit Gof this MOU to facilitate sharing of information and data.
   i) MCP must, and LHD is encouraged to, share information necessary to facilitate referrals as described in Section 7 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.
   ii) Upon request, MCP must provide the immunization status of the Members to LHD pursuant to the Medi-Cal Managed Care Contract and as may be described in Exhibit G.

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

16) **Disaster and Emergency Preparedness.** The Parties must 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 Other Party programs and services and HPSM's Covered Services for impacted Members.

17) **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. HPSM must, and Other Party 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 15 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 HPSM and Other Party that cannot be resolved in a good faith attempt between the Parties must be forwarded by HPSM to DHCS and may be reported by Other Party 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.

c) 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.

18) **Equal Treatment**. Nothing in this MOU is intended to benefit or prioritize Members over persons served by Other Party who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., Other Party 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 Other Party.

19) **General.**

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

b) **Documentation Requirements.** HPSM 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, HPSM must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

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

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

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

e) **Annual Review.** HPSM must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined are required. HPSM must provide DHCS evidence of the annual review of this MOU as well as 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.

h) **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between Other Party and HPSM other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither Other Party nor HPSM, 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.

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

HPSM
San Mateo Health Commission
d/b/a Health Plan of San Mateo

Signature: DocuSigned by: Trent Ehrgood E36AB2B1AD92456...

Date: 4/4/2025 | 12:55:56 PM PDT

Name: Trent Ehrgood
Title: Chief Financial Officer
Notice Address:
801 Gateway Blvd., Suite 100
South San Francisco CA 94080

Other Party
San Mateo County Health

Signature: Signed by: Tamarra Jones 22AAED3A5BC9460...

Date: 4/8/2025

Name: Tamarra Jones
Title: Director of Public Health, Policy & Planning
Notice Address:
2000 Alameda de las Pulgas, Suite 240,
San Mateo, CA 94403

Signature: DocuSigned by: Lizelle Lirio de Luna BCD9E7DE6641404...

Date: 4/4/2025 | 1:27:43 PM PDT

Name: Lizelle Lirio de Luna
Title: Director, Family Health Services
Notice Address:
2000 Alameda de las Pulgas, Suite 230,
San Mateo, CA 94403

Exhibit "A"
Responsible Persons

This Exhibit A lists the individuals responsible for ensuring oversight and compliance of this MOU and applicable Program Exhibit(s).

HPSM Responsible Persons

General HPSM Responsible Person: Population Health Manager
General HPSM-Other Party Liaison: Program Manager, Population Health

Exhibit	Program	HPSM Responsible Person	HPSM-Other Party Liaison
B	Tuberculosis	Director of Quality	Program Manager, Population Health
C	MCAH Programs	Population Health Manager	Program Manager, Population Health
D	Childhood Lead Poisoning Prevention Program (CLPPP)	Population Health Manager	Program Manager, Population Health
E	Women, Infants, Children (WIC)	Population Health Manager	Program Manager, Population Health

Other Party Responsible Persons

General Other Party Responsible Person: Deputy Chief of Health
General Other Party-HPSM Liaison: Deputy Chief of Health

Exhibit	Program	Other Party Responsible Person	Other Party-HPSM Liaison
B	Tuberculosis	Director, Public Health, Policy and Planning	Manager, Tuberculosis Program
C	MCAH Programs	Director, Family Health Services	Director, MCAH Programs
D	Childhood Lead Poisoning Prevention Program (CLPPP)	Director, Family Health Services	Manager, Childhood Lead Poisoning Prevention Program
E	Women, Infants, Children (WIC)	Director, Family Health Services	Manager, Women, Infants, Children

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Exhibit "B"
Tuberculosis ("TB") Screening, Diagnosis, Treatment, and Care Coordination

1) **Parties' Obligations.**
   a) HPSM must ensure access to care for latent tuberculosis infection ("LTBI") and active TB disease and coordination with Other Party TB Control Programs for Members with active tuberculosis disease, as specified below.
   b) HPSM must arrange for and coordinate outpatient diagnostic and treatment services to all Members with suspected or active TB disease to minimize delays in initiating isolation and treatment of infectious patients. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.
   c) HPSM must consult with Other Party to assess the risk of noncompliance with drug therapy for each Member who requires placement on anti-TB drug therapy, in accordance with the Medi-Cal Managed Care Contract.

2) **Care Coordination.**
   a) **LTBI Testing and Treatment.**
      i) **TB Risk Assessment.** HPSM must provide screening through Network Providers for LTBI in all Members with risk factors for TB infection as recommended by the U.S. Preventive Services Task Force ("USPSTF") and the AAP. The CDPH TB Risk Assessment Tools[5] should be used to identify adult and pediatric patients at risk for TB.
      ii) **TB Testing.** HPSM should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection and should recommend the Interferon Gamma Release Assay ("IGRA") blood test for Members when screening for LTBI in order to comply with current standards outlined by the CDC, CDPH, the California TB Controllers Association,[6] and/or the American Thoracic Society ("ATS") for conducting TB screening.
      iii) **Other Diagnostic Testing and Treatment.** HPSM must arrange for and coordinate outpatient diagnostic and treatment services to all Members with LTBI. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.
      iv) **LTBI Treatment.** HPSM should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation and CDC LTBI Treatment Guidelines, which recommend treating individuals diagnosed with LTBI.
   b) **Reporting of Known or Suspected Active TB Cases.**
      i) HPSM must require Network Providers to report to Other Party by electronic transmission, phone, fax, and/or the Confidential Morbidity Report known or suspected cases of active TB disease for any Member residing within *[Other Party/covered service area]* within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.
      ii) HPSM must obtain Other Party's Health Officer (or designee's) approval in the jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease.
   c) **Active TB Disease Testing and Treatment.**
      i) HPSM is encouraged to ensure Members are referred to specialists with TB experience (e.g., infectious disease specialist, pulmonologist) or to Other Party's TB clinic, when needed or applicable.

ii) **Treatment Monitoring.** HPSM must provide Medically Necessary Covered Services to Members with TB, such as treatment monitoring, physical examinations, radiology, laboratory, and management of drug adverse events, including but not limited to the following:
   (1) Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously produce sputum specimens to sputum induction or BAL, as needed.
   (2) Promptly submitting initial and updated treatment plans to Other Party at least every three months until treatment is completed.
   (3) Reporting to Other Party when the patient does not respond to treatment or misses an appointment.
   (4) Promptly reporting drug susceptibility results to Other Party and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by Other Party

iii) **Treatment.**
   (1) Other Party and HPSM must coordinate the provision of medication prescriptions for each Member to fill at an HPSM-approved pharmacy.
   (2) Other Party should coordinate the provision of TB treatment and related services, including for the provision of a treatment plan, with the Member's primary care physician ("PCP") or other assigned clinical services provider.
   (3) Other Party and HPSM will coordinate the inpatient admission of Members being treated by Other Party for TB.

iv) **Case Management.**
   (1) Other Party is encouraged to refer Members to HPSM for ECM and Community Supports when Other Party assesses the Member and identifies a need. HPSM is encouraged to require its Network Providers to refer all Members with suspected or active TB disease, to the Other Party Health Officer (or designee) for Directly Observed Therapy ("DOT") evaluation and services.
   (2) HPSM must continue to provide all Medically Necessary Covered Services to Members with TB receiving DOT.
   (3) HPSM must assess Members with the following conditions or characteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness; the elderly, child, and adolescent Members; persons with unmet housing needs; persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. If a Member's Network Provider believes that a Member with one or more of these risk factors is at risk for noncompliance, HPSM must refer the Member to Other Party for DOT.
   (4) Other Party is responsible for assigning a TB case manager to notify the Member's PCP of suspected and active TB cases, and the TB case manager must be the primary Other Party contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.
   (5) HPSM should provide Other Party with contact information for the HPSM-Other Party Liaison to assist with coordination between the Network Provider and Other Party for each diagnosed TB patient, as necessary.

(6) Other Party is responsible for assigning a TB case manager to notify the designated Network Provider of suspected and active cases, and the TB case manager must be the primary Other Party contact for coordination of care with Network Providers.

v) **Case and Contact Investigations.**

(1) As required by Cal. Health & Safety Code Sections 121362 and 121363, HPSM must ensure that Network Providers share with Other Party any testing, evaluation, and treatment information related to Other Party's contact and/or outbreak investigations. The Parties must cooperate in conducting contact and outbreak investigations.

(2) Other Party is responsible for conducting contact investigation activities for all persons with suspected or confirmed active TB in accordance with Cal. Health & Safety Code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines, including:

(a) Identifying and ensuring recommended testing, examination, and other follow-up investigation activities for contacts with suspected or confirmed active cases;

(b) Communicating with HPSM's Network Providers about guidance for examination of contacts and chemoprophylaxis; and

(c) Working with Network Providers to ensure completion of TB evaluation and treatment.

(3) HPSM is responsible for ensuring its Network Providers cooperate with Other Party in the conduct of contact investigations, including:

(a) Providing medical records as requested and specified within the time frame requested;

(b) Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of HPSM and its Network Providers, including requiring its Network Providers to provide appropriate examination of Members identified by Other Party as contacts within seven days;

(c) Ensuring Member access to LTBI testing and treatment and following LTBI Treatment Guidelines published by the CDC.

(d) Requiring that its Network Providers to provide the examination results to Other Party within one day for positive TB results, including:

(i) Results of IGRA or tuberculin tests conducted by Network Providers;

(ii) Radiographic imaging or other diagnostic testing, if performed; and

(iii) Assessment and diagnostic/treatment plans, following evaluation by the Network Provider.

3) **Quality Assurance and Quality Improvement.** HPSM must consult regularly with Other Party to develop outcome and process measures for care coordination as required by this Exhibit A for the purpose of measurable and reasonable quality assurance and improvement.

Exhibit "C"
Maternal Child and Adolescent Health

This Exhibit C governs the coordination between Other Party Maternal, Child and Adolescent Health Programs ("MCAH Programs") and HPSM for the delivery of care and services to Members who reside in Other Party's service area and may be eligible for one or more MCAH Program to the extent such programs are offered by Other Party. These MCAH programs include, but are not limited to, the Black Infant Health Program, the California Home Visiting Program (including but not limited to locally implemented evidence-based home visiting programs) and/or the Children and Youth with Special Health Care Needs Program.

1) **Parties' Obligations.**
   a) Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT"), HPSM must ensure the provision of all screening, preventive, and Medically Necessary diagnostic and treatment services for Members under 21 years of age.
   b) The HPSM Responsible Person serves, or may designate a person at HPSM to serve, as the day-to-day liaison with Other Party specifically for MCAH Programs (e.g., the HPSM-MCAH Liaison); the HPSM-MCAH Liaison is listed in Exhibit A (the designated person may be the same as the HPSM-Other Party Liaison). HPSM must notify Other Party of any changes to the HPSM-MCAH Liaison in accordance with Exhibit "A" of this MOU.
   c) To the extent that programs are offered by Other Party and to the extent Other Party resources allow, Other Party must administer MCAH Programs, funded by CDPH, in accordance with CDPH guidance set forth in the Local MCAH Programs Policies and Procedures manual and other guidance documents.
   d) The Other Party Responsible Person may also designate a person to serve as the day-to-day liaison with HPSM specifically for one or more MCAH Programs (e.g., Other Party Program Liaison(s)); the Other Party Program Liaison(s) is listed in Exhibit A. Other Party must notify HPSM of changes to the Other Party Program Liaison in accordance with Section 4. HPSM Obligations.

2) **Referrals to, and Eligibility for and Enrollment in, MCAH Programs.**
   a) HPSM must coordinate, as necessary, with the Network Provider, Member, and MCAH Program to ensure that the MCAH Program receives any necessary information or documentation to assist the MCAH Program with performing an eligibility assessment or enrolling a Member in an MCAH Program.
   b) HPSM must collaborate with Other Party to update referral processes and policies designed to address barriers and concerns related to referrals to and from MCAH Programs.
   c) Other Party is responsible for providing HPSM with information regarding how HPSM and its Network Providers can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. Other Party is responsible for working with HPSM, as necessary, to revise referral processes and to address barriers and concerns related to referrals to MCAH Programs.
   d) Other Party is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs in accordance with MCAH Programs' enrollment practices and procedures and to the extent Other Party resources allow. Other Party must assess Member's eligibility for MCAH Programs within 5 Working Days of receiving a referral.

e) Other Party is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for and the availability of one or more MCAH Programs and coordinate with HPSM and/or its Network Providers as necessary to enroll Members.
f) Other Party MCAH Programs are not entitlement programs and may deny or delay enrollment if programs are at capacity.

3) **Care Coordination and Collaboration.**
   a) HPSM and Other Party must coordinate to ensure Members receiving services through MCAH Programs have access to prevention and wellness information and services. Other Party is encouraged to assist Members with accessing prevention and wellness services covered by HPSM, by sharing resources and information to with Members about services for which they are eligible, to address needs identified by MCAH Programs' assessments.
   b) HPSM must screen Members for eligibility for care management programs such as CCM and ECM, and must, as needed, provide care management services for Members enrolled in MCAH Programs, including for comprehensive perinatal services, high-risk pregnancies, and children with special health care needs. HPSM must engage Other Party, as needed, for care management and care coordination.
   c) HPSM should collaborate with MCAH Programs on perinatal provider technical support and communication regarding perinatal issues and service delivery and to monitor the quality-of-care coordination

4) **Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services.** Where HPSM and Other Party have overlapping responsibilities to provide services to Members under 21 years of age, HPSMs must do the following:
   a) Assess the Member's need for Medically Necessary EPSDT services, including mental, behavioral, social, and/or developmental services, utilizing the AAP Periodicity Table and the CDC's ACIP child vaccination schedule, the required needs assessment tools.
   b) Determine what types of services (if any) are being provided by MCAH Programs, or other third-party programs or services.
   c) Coordinate the provision of services with the MCAH Programs to ensure that HPSM and Other Party are not providing duplicative services, and that the Member is receiving all Medically Necessary EPSDT services within 60 calendar days following the preventive screening or other visit identifying a need for treatment regardless of whether the services are Covered Services under the Medi-Cal Managed Care Contract.

5) **Quality Improvement.** HPSM and Other Party must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out the obligations under this MOU.

Exhibit "D"
Childhood Lead Poisoning Prevention Program

This Exhibit D governs the coordination between Other Party Childhood Lead Poisoning Prevention Program ("CLPPP") and HPSM for the coordination of care to Members who reside in Other Party's service area and may be eligible for CLPPP per CDPH's program eligibility requirements.

1) Parties' Obligations.

Blood Lead Screening and Follow-up Testing.

i) HPSM must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) and two (2) in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the Medi-Cal Managed Care Contract, and APL 20-016, or any superseding APL.

ii) HPSM must coordinate care and exchange information with its Network Providers to determine whether eligible Members have received blood lead screening and/or any Medically Necessary follow-up blood lead testing. If eligible Members have not received blood lead screening or indicated follow-up testing, HPSM must arrange for and ensure each eligible Member receives blood lead screening and any indicated follow-up blood lead testing.

iii) HPSM must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and coordinate Medically Necessary follow-up blood lead testing in accordance with the Medi-Cal Managed Care Contract associated APLs and CDPH requirements and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract.

iv) HPSM must ensure that its Network Providers, including laboratories analyzing for blood lead, report instances of elevated blood lead levels as required by Cal. Health & Safety Code Section 124130. If a Member requests NMT, MCP must authorize NMT if necessary for the Member to obtain Medically Necessary Covered Services.

v) To the extent LHD, in the administration of a program or service is made aware that the child enrolled in HPSM has not had a blood lead screening and to the extent that LHD resources allow, LHD will notify HPSM of the need for the child to be screened.

vi) If the Member refuses the blood lead screening test, HPSM must comply with the requirements set forth in the Medi-Cal Managed Care Contract to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian(s) of the Member is documented in the Member's Medical Record.

Case Management for Elevated Blood Lead Levels.

i) Case management for elevated blood lead levels is provided by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at CDPH, HPSM must coordinate directly with LHD, to discuss any needed improvements and the CLPPB to address barriers to care coordination or referral processes. Other LHD CCS Program representatives may be permitted **to participate in quarterly meetings**, case management, or other matters related to

services for children with elevated blood lead levels.

ii) Where case management for elevated blood lead levels is provided by LHD as a contracted entity with the CDPH CLPPB, and to the extent LHD resources allow, HPSM must coordinate with the LHD Program Liaison, as necessary and applicable, to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

Exhibit "E"
Women, Infants and Children

WHEREAS, the Parties desire to work together to promote and support local, regional, and statewide efforts to provide food assistance, nutrition education and breastfeeding counseling, and access to health and social services to pregnant individuals, new parents and guardians, persons up to their first birthday (one year of age) ("Infants"), and persons over one year of age and up to their fifth birthday (five years of age) ("Children"); and

WHEREAS, the Parties understand and agree that to the extent that any data exchanged in furtherance of this MOU is protected health information ("PHI") or Personally Identifiable Information ("PII") derived from California Department of Public Health's ("CDPH") management information system for the Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC" or "WIC Program") or otherwise collected, created, maintained, stored, transmitted, or used by Other Party pursuant to its local agency agreement with CDPH, Other Party must comply with all applicable federal and State statutes and regulations governing confidential information for the WIC Program and any underlying CDPH/WIC agreement terms and conditions that impose restrictions on the access, use, and disclosure of WIC data.

1) **Services Covered by This Exhibit E.**
   a) The WIC Program is authorized by Section 17 of the Child Nutrition Act of 1966, 42 United States Code Section 1786, and administered by CDPH. Other Party is a public or private, nonprofit health or human service agency that, pursuant to a local agency agreement with CDPH, certifies applicant eligibility for the WIC Program and provides WIC Program benefits to participants.
   b) Pursuant to the separate local agency agreement with CDPH, Other Party provides WIC Program services to eligible persons in accordance with federal and State statutes and regulations governing the WIC Program ("WIC Services"). (42 United States Code Section 1786; 7 Code of Federal Regulations Section 246; Health and Safety Code Section 123275 et seq.; 22 California Code of Regulations Section 40601 et seq.) WIC Services include supplemental foods, nutrition education, and referrals to or information regarding other health-related or public assistance programs. (See 7 Code of Federal Regulations Sections 246.1, 246.7(b), 246.10, 246.11.)
   c) Nothing in this Exhibit E is intended to supersede, or conflict with, Other Party's agreement with CDPH or CDPH's oversight authority over Other Party's provision of WIC Services and the requirements applicable thereto. Should any conflict arise, the terms of Other Party's agreement with CDPH will control.
   d) This Exhibit E governs coordination between Other Party and HPSM relating to the provision and delivery of HPSM's Covered Services and WIC Services to Members.
   e) As set forth in federal law, "WIC Participants" are Pregnant Women, women up to one year postpartum who are breastfeeding their Infants ("Breastfeeding Women"), women up to six months after termination of pregnancy ("Postpartum Women"), Infants, and Children who are receiving supplemental foods or food instruments or cash-value electronic benefit card under the WIC Program, and the breastfed Infants of participant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining participants as well as Pregnant Women, Postpartum Women, Breastfeeding Women, Infants, and Children for purposes of WIC Program participation].)
   f) As set forth in federal law, "WIC Applicants" are Pregnant Women, Breastfeeding Women, Postpartum Women, Infants, and Children who are applying to receive WIC benefits, as well as the breastfed Infants of applicant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining applicants].)

g) Other Party provides referrals to or information regarding other health-related or public assistance programs to both WIC Applicants and WIC Participants. All other WIC Services are available exclusively to Members who are WIC Participants and the parents and guardians of Infant or Child participants in the case of nutrition education. The provision of WIC Services by Other Party to Members must be limited to Members who are WIC Applicants, WIC Participants, or the parents or guardians thereof, as applicable, and rendered in accordance with the statutes and regulations governing the WIC Program (see, e.g., 42 United States Code Section 1786(d); 7 Code of Federal Regulations Sections 246.2, 246.7) as well as the terms of Other Party's local agency agreement with CDPH.

2) **Training and Education.** In addition to the Training and Education outlined in Section 7 of the MOU, the Parties will comply with the following:
   a) In accordance with health education standards required by the Medi-Cal Managed Care Contract, HPSM must provide Members and Network Providers with educational materials related to accessing Covered Services and WIC Services provided by Other Party, including:
      i) Information about WIC Services, including who is eligible for WIC Services; how WIC Services can be accessed; WIC Program referral processes, including referral forms, links, fax numbers, email addresses, and other means of making and sending WIC Program referrals; referral processes for therapeutic formulas; and care coordination approaches; and
      ii) Information on nutrition and lactation topics, food insecurity screening, and cultural awareness.
   b) HPSM must provide Other Party, Members, and Network Providers with training and/or educational materials, which may include the HPSM provider manual, on how HPSM's Covered Services and any carved-out services may be accessed, including during nonbusiness hours, and information on HPSM's relevant Covered Services and benefits such as doula services; lactation consultation services and other breastfeeding support services, including breast pump availability, related supplies, and issuance; outpatient services; Community Health Worker services, dyadic services; and related referral processes for such services.
   c) All material created and used with the WIC Program logo must contain "WIC is an equal opportunity provider".
   d) HPSM must include Other Party outreach communications to inform Members about WIC on its website and in its Member education materials, Member handbook, and other appropriate materials, including placing the WIC website link [www.myfamily.wic.ca.gov and/or local WIC link https://www.smchealth.org/wic] on its website.
   e) Other Party must provide the Other Party Liaison and Other Party staff and providers with training and educational materials on HPSM's Covered Services to support Other Party in assisting Members with accessing HPSM's Covered Services.
   f) When staff resources allow, Other Party must ensure the WIC Regional Breastfeeding Liaison, as defined by the CDPH Regional Breastfeeding Liaison Program (or designee), offers WIC orientation and breastfeeding group training quarterly to HPSM's Network Providers and support staff, including providing information on breastfeeding policy across the continuum of care, such as the California Department of Public Health's 9 Steps to Breastfeeding Friendly: Guidelines for Community Health Centers and Outpatient Care Settings 2015, workplace lactation accommodation, and hospital breastfeeding policy regulations.
   g) HPSM must coordinate with the WIC Regional Breastfeeding Liaison to communicate and schedule Network Provider training on WIC orientation and breastfeeding.

3) **Referrals.**
   a) Referral Process. The Parties must work collaboratively to develop policies and procedures that ensure WIC-eligible Members are referred to the appropriate WIC Services and HPSM's Covered Services. Referrals made pursuant to this MOU and any policies and procedures related thereto must comply with Section 8 of this MOU.
      i) The Parties must facilitate referrals to Other Party for Members who may meet the eligibility criteria for WIC Services.
      ii) HPSM must refer Members using a patient-centered, shared decision-making process.
      iii) HPSM must refer and document the referral to Other Party of Members who are Pregnant Women, Breastfeeding Women, Postpartum Women, or the legal guardians of Members who are Infants or Children, including referrals made as part of the initial evaluation of newly pregnant individuals, pursuant to 42 Code of Federal Regulations Section 431.635(c) and any relevant DHCS guidance. HPSM must have policies and procedures to identify and refer, and to ensure its Network Providers identify and refer, to Other Party those Members who may be eligible for WIC Services.
         (1) As part of the referral, or as soon as possible thereafter, HPSM must assist the Network Provider, Member, and Other Party, as necessary, with sharing the Member's name, address, relevant portions of the medical record, Medi-Cal number, and contact information (such as the Member's phone/email) as well as a copy of the Member's current (within the past 12 months) hemoglobin and hematocrit laboratory values with Other Party as soon as possible. If the Member has not yet had these laboratory tests, HPSM must coordinate with the Network Provider and Member to assist the Member with obtaining such laboratory tests as soon as possible.
         (2) HPSM must ensure its Network Providers share with Other Party relevant information from patient visits, including, without limitation, height and weight measurements, hemoglobin/hematocrit values, blood lead values, immunization records for Infants and Children, and health conditions when referring their patients to Other Party and/or when requested by Other Party. HPSM must also ensure that its Network Providers share with Other Party all WIC Program documentation, including necessary CDPH WIC Program forms.
      iv) HPSM must collaborate with Other Party to update referral processes and policies designed to address barriers and concerns related to referrals and delays in service delivery.
      v) Other Party should refer Members to HPSM for HPSM's Covered Services, including any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management. However, if Other Party is also a Community Supports Provider or an ECM Provider pursuant to a separate agreement between HPSM and Other Party for Community Supports or ECM services, this MOU does not govern Other Party's provision of Community Supports or ECM services.
      vi) Upon notification from HPSM that a Member may be eligible for WIC Services, and in accordance with its normal practices and procedures governing WIC application and certification, Other Party must conduct the applicable screening and assessments to determine whether the Member is eligible for WIC Services.
      vii) Other Party must provide HPSM with information about WIC referral process(es), including referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to Other Party. Other Party must work with HPSM, as

necessary, to revise referral processes and address barriers and concerns related to referrals.

viii) Other Party is responsible for the timely enrollment of, and follow-up with, Members eligible for WIC Services in accordance with the processing standards set forth in 7 Code of Federal Regulations Section 246.7(f) and California Code of Regulations, Title 22, Section 40675.

ix) As Other Party is the payor of last resort, HPSM and Other Party must coordinate to ensure HPSM understands Other Party's processes and procedures for providing Members with therapeutic formula as appropriate. HPSM must ensure its Network Providers are informed of and follow the requirements for assisting Members in obtaining therapeutic formula from Other Party as appropriate. The following information must be included with the WIC referral after submitting a prior authorization (PA) to Medi-Cal Rx for provision of therapeutic formula, including submission of the following information with the referral:

(1) A copy of the Medi-Cal Rx PA denial notification upon receipt from Medi-Cal Rx or an attestation from the Provider that the request has been submitted to and denied by Medi-Cal Rx, and

(2) A completed WIC Medical Formula and Nutritional Request Form or a prescription or hospital discharge papers that contain: the WIC Participant's first and last name, a qualifying medical diagnosis, the name of the therapeutic formula or medical nutritional, amount required per day, length of time prescribed in months, WIC authorized food restrictions (if applicable), the Network Provider's signature or signature stamp, contact information of the Network Provider who wrote the medical documentation, and the date the Network Provider signed the medical documentation.

4) **Care Coordination and Collaboration.** In addition to the Care Coordination and Collaboration outlined in Section 9 - Care Coordination and Collaboration of the MOU, the Parties will comply with the following:

a) **Care Coordination.**

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

ii) The Parties must discuss and address individual barriers Members face in accessing HPSM's Covered Services and/or WIC Services at least quarterly.

iii) HPSM must have policies and procedures in place to maintain collaboration with Other Party and to identify strategies to monitor and assess the effectiveness of this MOU.

b) **Population Health Management.** In order for HPSM to ensure Members have access to Medi-Cal for Kids and Teens benefits and perinatal services, HPSM must coordinate with Other Party as necessary. HPSM must undertake such activities in accordance with the Medi-Cal Managed Care Contract, DHCS Population Health Management Program, and policy guidance, with a focus on high-risk populations such as Infants and Children with special needs and perinatal African Americans, Alaska Natives, and Pacific Islanders.

c) **Maternity and Pediatric Care Coordination.** HPSM must implement processes to coordinate WIC Participant care between Other Party and Network Providers in primary care; in obstetrics-gynecology; in pediatric care settings, with Network Providers and hospitals where WIC Participants deliver; and for WIC Participants transitioning from

inpatient deliveries to outpatient postpartum and pediatric care settings. Other Party is prohibited from charging costs associated with performing these activities to the WIC Program except to the extent that the costs are permissible under applicable federal authorities and the terms and conditions of Other Party's local agreement with CDPH.

i) HPSM must provide care management services for Members who are WIC Participants, as needed, including for high-risk pregnancies and Infants and Children with special needs, and engage Other Party, as needed, in care management and care coordination.
ii) HPSM must ensure that its Network Providers arrange for the lactation services, or any relevant services outlined in applicable DHCS policy letters, and all lactation support requirements outlined in the Medi-Cal Managed Care Contract and Policy Letter 98-010, which includes breastfeeding promotion and counseling services as well as the provision of breast pumps and donor human milk for fragile Infants.
iii) Other Party may advise HPSM when WIC Participants who are Members need lactation support services. HPSM must arrange for breastfeeding peer counseling services.
iv) HPSM must assist Members, as necessary, with the referral process and relevant follow-up to ensure Members obtain therapeutic formula from the appropriate source in a timely manner.

5) **Data Sharing and Confidentiality**. The Parties shall comply with Section 15, Data Sharing and Confidentiality, of the MOU and the following:

a) The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this Exhibit E 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, including but not limited to federal law governing the access, use, and disclosure of WIC Program information. Under federal law, confidential WIC Applicant and WIC Participant information is any information about a WIC Applicant or WIC Participant, whether it is obtained from the WIC Applicant, WIC Participant, or another source, or generated as a result of a WIC application or WIC certification or participation, that individually identifies a WIC Applicant or WIC Participant and/or family member(s). WIC Applicant or WIC Participant information is confidential, regardless of the original source and exclusive of previously applicable confidentiality provided in accordance with other federal, State, or local law. (7 Code of Federal Regulations Section 246.26(d)(1)(i).) Other Party's sharing of confidential WIC Applicant and WIC Participant information with HPSM must comply with 7 Code of Federal Regulations Section 246.26.

b) **Data Exchange.** HPSM must share the minimum necessary data and information to facilitate referrals and coordinate care under this Exhibit E. Other Party will share the necessary minimum information and data to facilitate referrals and coordinate care under this MOU. Other Party must secure appropriate written consent from WIC Participants and WIC Applicants on a form approved by CDPH before exchanging

confidential WIC Participant and WIC Applicant information with HPSM, and any exchange must comply with the requirements set forth in 7 Code of Federal Regulations Section 246.26(d)(4). The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements are to be shared as agreed upon by the Parties as set forth in Section 5a of this Exhibit E, contingent on the receipt of Members' appropriate written consent. The Parties must annually review and, if appropriate, update Section 5a of this Exhibit E to facilitate sharing of information and data.

c) The Parties must enact policies and procedures to implement the following requirements with regard to information sharing:
   i) The Parties must collaborate to implement data linkages to streamline the referral process from HPSM or its Network Providers to Other Party to reduce the administrative burden on Other Party and to increase the number of Members enrolled in WIC.
   ii) The data exchange process must consider how to facilitate the provision of the following information from HPSM or its Network Providers: proof of pregnancy, height and weight of Infants at birth, pregnant individuals' pre-pregnancy height and weight, immunization history, wellness check information, social drivers of health information as agreed upon by the Parties, and any additional information agreed upon by the Parties.
   iii) To the extent individual authorization is required, the Parties must obtain authorization to share and use information for the purposes contemplated in this Exhibit E in a manner that complies with applicable laws and requirements.

6) **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 made 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. Agency may delegate its obligations under this MOU only to the extent permitted by applicable law and the local agency agreement with CDPH. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

Exhibit "G"

The Parties may agree to additional data elements, such as:
a. MCP and LHD must share the following data elements:
i. Member demographic information;
ii. Behavioral, dental, 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.]
vii. Referral date to FHS or WIC services and/or HPSM BH
viii. Enrollment date FHS or WIC programming and/or HPSM programs
ix. Last service date for the following programs: FHS, WIC, HPSM ICM or BH or others as applicable
x. Name of program
xi. Name of provider
xii. Care plan date and if applicable to avoid duplication, sharing of completed care plans to/from HPSM and LHJ

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