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MEMORANDUM OF UNDERSTANDING

between *CenCal Health* and *Santa Barbara County Probation Department*

This Memorandum of Understanding ("MOU") is entered into by the Santa Barbara San Luis Obispo Regional Health Authority, dba CenCal Health ("MCP") and Santa Barbara County Probation Department, Susan J. Gionfriddo Juvenile Justice Center ("Correctional Facility"), effective as of *September 1, 2026 ("Effective Date")*. Correctional Facility and MCP are referred to herein as a "Party" and collectively as "Parties."

1. BACKGROUND

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract,, to enter into this MOU per California Department of Health Care Services ("DHCS"), , 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 DHCS to cover a targeted set of Medi-Cal services[1] (all Citations included in Exhibit C) 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 young 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 Children's Health Insurance Program (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"[2]); and

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.

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2. DEFINITION OF TERMS

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 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.

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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[3] (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.[4] 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).

j. "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.

k. "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."

l. "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.

3. **AGREEMENT**

The Parties agree as follows:

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.

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4. **MCP OBLIGATIONS**

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 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 and their contact information is listed in Exhibit A of this MOU.

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5. CORRECTIONAL FACILITY OBLIGATIONS

a. **Provision of Services.** 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,[5] 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. 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.

b. **Oversight Responsibility**. Correctional Facility must designate a person to act as the Correctional Facility Responsible Person on Exhibit A. 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 and their contact information is listed in Exhibit A of this MOU. 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.

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.

iii. Correction Facility must develop and implement MOU compliance policies and procedures for Correctional Facility services, including oversight reports and mechanisms to address barriers to care coordination.

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iv. The Correctional Facility Liaison must comply with this MOU, as determined by policies and procedures established by Correctional Facility and must report to the Correctional Facility Responsible Person.

6. JOINT AGENCY TRAINING AND EDUCATION REQUIREMENTS

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 45 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 non-business 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 contractors, as applicable.

e. MCP and Correctional Facility will develop training and education resources covering the services provided or arranged. MCP and Correctional Facility must share their training and educational materials with each other to ensure the information in their respective training and educational materials includes an accurate set of services provided or arranged for by each and is consistent with MCP and Correctional Facility policies and procedures, and with clinical practice standards.

f. MCP and Correctional Facility must develop and share outreach communication materials and develop initiatives to share resources about MCP and Correctional Facility with individuals who may be eligible for MCP's Covered Services and/or Correctional Facility services.

g. Correctional Facility must provide the Correctional Facility Liaison and the Correctional Facility service providers with training and educational materials on MCP's Covered Services to support Correctional Facility in assisting Members with accessing MCP's Covered Services.

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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 [2].

a. MCP and Correctional Facility will 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. MCP and Correctional Facility must use secure email or database exchange to ensure that the assigned Pre-Release Care Manager can directly coordinate with MCP, through the JI Liaison or another designated individual;

h. MCP and Correctional Facility will respond to referrals for services and supports or other communications from the other Party within 5 Working Days, excluding holidays. MCP's response must include, as appropriate, the name and contact information for the assigned Network Provider, whether the services have been approved, and date services will be available to the Member.

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i. **Closed-Loop Referrals**.[7]

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.[8] MCP must work collaboratively with 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).[9]

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.[10]

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

vii. MCP and Correctional Facility must identify and implement an acceptable mode of communication (e.g., telephone, email, fax, secure portals) for notice of referral loop closure to be transmitted to the Correctional Facility.

8. <u>CLIENT CARE COORDINATION AND COLLABORATION REQUIREMENTS</u>

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.

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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 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.[11]

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

v. MCP and Correctional Facility agree to communicate via secure email or database exchange to ensure care manager assignments are communicated to the other party in a timely manner.

vi. MCP and Correctional Facility must respond to requests for care manager assignments or related communications from the other party within 5 Working Days, excluding holidays.

vii. MCP and Correctional Facility will identify the eligible Providers who may serve as the In-Reach Pre-Release Care Manager and/or Post-Release JI ECM Provider to serve Members who are not yet assigned to an MCP.

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

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the Pre-Release Care Manager and/or Correctional Facility about the Member's care and treating Providers prior to incarceration.

ii. **Embedded Pre-Release Care Managers.** The Embedded Pre-Release Care Manager and/or Correctional Facility must submit requests for any prior care documentation or care team information to the JI Liaison. The JI Liaison must respond to such requests within 96 hours of admission to Correctional Facility.

iii. MCP must ensure the information requested is shared with the Embedded Pre-Release Care Manager and/or Correctional Facility through email or database exchange.

iv. **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.

v. **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 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).

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(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.

(8) MCP and Correctional Facility must use secure email or database exchange to ensure Behavioral Health Link information is communicated to the other Party in a timely manner.

(9) MCP and Correctional Facility must respond to requests related to Behavioral Health Links from the other party within 5 Working Days, excluding holidays.

(10) Correctional Facility must leverage the MCP Provider Portal to identify an appropriate Behavioral Health provider.

(11) MCP must identify an approved out-of-network behavioral health provider if there is no available in-network Provider to see the Member within the recommended Behavioral Health Link follow-up timeframe.

vi. **Care Manager Warm Handoffs**.[13] 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.

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(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.

(5) MCP and Correctional Facility must communicate requests for warm handoffs using telephone, fax, email, secure portal and respond to requests in 48 hours.

vii. **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.

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(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. MEETING REQUIREMENTS

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 quality improvement (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

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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 (Exhibit B) to facilitate pre- and post-release care management 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).

c. **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 Correctional Facility services and MCP's Covered Services for impacted Members.

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 and Correctional Facility must 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.

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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.

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 ten (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. **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.

e. **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

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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.

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

g. **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 entering into a MOU 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.

h. **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.

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

15. TERM PERIOD AND TERMINATION

This MOU is in effect as September 1, 2026 and continues for a term of three years September 1, 2026, through September 1, 2029 or as amended in accordance with Section 14.f of this MOU. It may be terminated by either party upon written notification and the termination shall be effective ten (10) days from the receipt of such notification.

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SIGNATURE PAGE

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.

CENCAL HEALTH

Signature: Signed by: Marina Owen 951BF20CFC044E0...

Name: Marina Owen

Title: Chief Executive Officer

Notice Address:

4050 Calle Real, Santa Barbara, CA 93110

SANTA BARBARA COUNTY PROBATION

Signature: Signed by: Holly L. Benton E9E915B6A3614F4...

Name: Holly L. Benton

Title: Chief Probation Officer

Notice Address:

117 E. Carillo St., Santa Barbara, CA 93101

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EXHIBIT A

Correctional Facility Liaisons/JI Liaisons/MCP Responsible Person

CENCAL HEALTH

Name: Blanca Zuniga

Title: Case Management Director

E-Mail: bzuniga@cencalhealth.org

Telephone: (805)685-9525 x1691

SANTA BARBARA COUNTY PROBATION

Name: Lesli Stamm

Title: Probation Manager

E-Mail: lstamm@countyofsb.org

Telephone: (805)934-6274

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EXHIBIT B

Data Elements

The minimum necessary information and data elements to be shared::

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.

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EXHIBIT C

Citations

[1] *For a list of covered services, see Appendix W of the Reentry Standard Terms and Conditions, available here: https://www.dhcs.ca.gov/provgovpart/Documents/California-Reentry-Demonstration-Initiative-Amendment-Approval.pdf*

[2] *DHCS, "CalAIM JI Reentry Policy and Operational Guide," October 2023. Available at https://www.dhcs.ca.gov/provgovpart/pharmacy/Documents/CalAIM-JI-Policy-and-Operations-Guide-FINAL-October-2023-updated.pdf*

[3] *DHCS, "CalAIM Enhanced Care Management Policy Guide," August 2024. Available at https://www.dhcs.ca.gov/CalAIM/ECM/Documents/ECM-Policy-Guide.pdf*

[4] *DHCS, "CalAIM Enhanced Care Management Model of Care for Individuals Transitioning from Incarceration Population of Focus," September 2023. Available at https://www.dhcs.ca.gov/provgovpart/pharmacy/Documents/JI-ECM-POF-ModelOfCareTemplateSept2023.pdf*

[5] *Note: youth do not need to be screened to assess whether they meet a qualifying condition. All youth under 21 and former foster youth between 18-26 years of age that were in foster care on their 18th birthday and are housed in youth or adult correctional facilities do not need to demonstrate a health care need to qualify for pre-release services.*

[6] *For purposes of this MOU, subcontractors and downstream subcontractors of the Correctional Facility means any individual(s) or entity(ies) with whom the Correctional Facility contracts with or to whom the Correctional Facility delegates to carry out any of its obligations or responsibilities under in this MOU.*

[7] *Requirements for Closed-Loop Referrals are described in further detail on page 32 of the Closed-Loop Referral Implementation Guidance and Section 13.3.e: Closed-Loop Referrals of the CalAIM JI Reentry Policy and Operational Guide.*

[8] *DHCS, "Addendum to the PHM Policy Guide: Closed-Loop Referral Implementation Guidance," Updated May 2025. Available at: https://www.dhcs.ca.gov/CalAIM/Documents/CLR-Implementation-Guidance.pdf.*

[9] *APL 21-011, August 31, 2022, p. 4. Available at https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2021/APL21-011.pdf.*

[10] *DHCS, Addendum to the PHM Policy Guide: Closed-Loop Referral Implementation Guidance, May 2025, p. 16.*

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[11] There may be circumstances where a Member changes their post-release JI ECM Provider due to a change in county of residence or Member preferences for provider, in which case such change is acceptable.

[12] Additional information on MCP role coordinating behavioral health services for Members who do not meet the criteria for SMHS, DMC, or DMC-ODS services (including definitions of SMHS criteria) is located in APL 22-006.

[13] Additional information on billing for the warm handoff can be found in Section 10.2: Care Management Bundles of the CalAIM JI Reentry Policy and Operational Guide.