AMENDMENT 1 TO
THE MEMORANDUM OF UNDERSTANDING WITH BESPOKE MOU ATTACHMENTS

This Amendment 1 to the Memorandum of Understanding ("**Amendment**") shall become effective on the First Day following execution of this Amendment by both parties, ("**Amendment Effective Date**"), by and between Orange County Health Authority, a public agency, dba CalOptima Health ("**MCP**"), and Orange County Health Care Agency ("**HCA**"). CalOptima and HCA may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. MCP and HCA have entered into a Memorandum of Understanding, originally effective February 14, 2025 ("MOU"), by which the Parties agreed to help ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP are able to access and/or receive services in a coordinated manner from MCP and HCA.

B. MCP and HCA desire to amend the MOU with data elements required under National Committee for Quality Assurance (NCQA), Healthcare Effectiveness Data and Information Set (HEDIS) standards; Department of Health Care Services (DHCS) Behavioral Health Accountability Set (BHAS)/Managed Care Accountability Set (MCAS); Centers for Medicare/Medicaid (CMS) Core Set; DHCS Comprehensive Quality Strategy Performance Measures; External Quality Review (EQR) of Quality Performance Measures; Populations Needs Assessment, Population Health Management (PHM) and PHM Policy Guide and 21st Century Cures Act requirements for data sharing on the terms and conditions set forth herein and as described on Department of Health Care Services (DHCS) Behavioral Health Information Notice 26-013 and All Plan Letter (APL) 26-004, issued on March 16, 2026.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Delete Exhibit D-1 – Additional Data Elements for Specialty Mental Health Services of the MOU in its entirety and replace it with the new Exhibit D-1 - Additional Data Elements for Specialty Mental Health Services, attached to this Amendment and incorporated into the Contract by this reference.
2. Delete Exhibit E-1 – Additional Data Elements for Substance Use Disorder Programs of the MOU in its entirety and replace it with the new Exhibit E-1 - Additional Data Elements for Substance Use Disorder Programs, attached to this Amendment and incorporated into the Contract by this reference.

3. This Amendment may be executed in multiple counterparts and counterpart signature pages may be assembled to form a single, fully executed document. Capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed to them in the MOU.

4. If there is any conflict or inconsistency between this Amendment and the MOU, the provisions of this Amendment shall control and govern. Except as otherwise amended by this Amendment, all of the terms and conditions of the MOU will remain in full force and effect. After the Amendment Effective Date, any reference to the MOU shall mean the MOU as amended and supplemented by this Amendment. This Amendment is subject to approval by the Government Agencies and by the CalOptima Board of Directors.

IN WITNESS WHEREOF, the Parties have executed this Amendment.

FOR COUNTY OF ORANGE, HEALTH CARE AGENCY:	FOR CALOPTIMA:
DocuSigned by: Dr. Veronica Kelley E8B80965A4EC417...	Yunkyung Kim (Jun 25, 2026 15:51:28 MDT)
Signature	Signature
Dr. Veronica Kelley	Yunkyung Kim
Print Name	Print Name
Director, Health Care Agency	COO
Title	Title
June 25, 2026	06/25/2026
Date	Date

Exhibit D-1 – Additional Data Elements for Specialty Mental Health Services

The Parties will update referral processes and policies with additional data elements to address barriers and concerns related to referrals (including closed loop referrals, as applicable) and ensure Members receive appropriate Specialty Mental Health Services and MCP's Covered Services. The Parties shall maintain the capability to send and receive referrals inclusive of protected health information (PHI) and personally identifiable information (PII) and to coordinate closed-loop referrals to facilitate care transitions and referrals for Members receiving non-specialty mental health services to a specialty mental health services provider between MCP and HCA in compliance with DHCS requirements, including its No Wrong Door policy, MCP's DHCS contract, and all plan letters ("**APLs**") and Behavioral Health Information Notices (BHIN).

The Parties agree to exchange member information, including but not limited to admission, discharge and transfer ("**ADT**") events as permitted by applicable law, including HIPAA's minimum necessary standard, and agree to establish processes for real time data exchange.[1] This information may include, but is not limited to, Member demographic information, ADT event notifications (including non-hospital/residential facilities), services and treatment rendered, diagnoses, assessments, medications prescribed, pharmacy claims data from Medi-Cal Rx, and laboratory results.

In most instances under HIPAA's Privacy Rule involving treatment, payment, or operations, member consent is not needed to share health and social service information containing PHI. However, when Member consent is required under applicable law, including but not limited to sharing Part 2 substance use disorder ("**SUD**") information or, in some cases, for sharing housing information, the Parties agree to implement the use of member authorization to share information forms that comply with federal and state data sharing and privacy laws, including HIPAA and Part 2, to ensure any such disclosures comply with applicable law.

The Parties agree to adopt DHCS's Authorization to Share Confidential Member Information ("**ASCMI**") Form no later than January 1, 2027, unless otherwise modified by applicable DHCS guidance, as the statewide, standardized consent to disclose information form.

In addition, the Parties will exchange data files in 837 file format, including up-to-date member rosters at least monthly (defined as individuals who have received services within the last ninety (90) days), as permitted under applicable law and in accordance with Data Exchange Framework (DxF) technical requirements for HEDIS and Quality reporting purposes as referenced in *NCQA QI 2: Health Service Contracting and Data Sharing; Element C*. Those measures include, but are not limited to the following (and may be updated by DHCS through written guidance):

1. Follow-up After Hospitalization for Mental Illness.
2. Utilization of the PHQ-9 to Monitor Depression Symptoms for Adolescents and Adults.
3. Adherence to Antipsychotic Medications for Individuals With Schizophrenia.
4. Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who are using Antipsychotic Medications.

5. Follow-Up After Emergency Department Visit for Mental Illness.
6. Diabetes Monitoring for People With Diabetes and Schizophrenia.
7. Cardiovascular Monitoring for People With Diabetes and Schizophrenia.
8. Metabolic Monitoring for Children and Adolescents on Antipsychotics.
9. Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics.

The parties agree that additional measures for Behavioral Health Transformation (BHT) goals and HEDIS measures related to preventive care of chronic health conditions will be added as guidance is released by DHCS.

Exhibit E-1 – Additional Data Elements for Substance Use Disorder Programs

The Parties will update referral processes and policies with additional data elements to address barriers and concerns related to referrals (including closed loop referrals, as applicable) and ensure Members receive appropriate access to Substance Use Disorder Programs and Covered Services. The Parties shall maintain the capability to send and receive referrals (inclusive of PHI/PII) and to coordinate closed loop referrals to facilitate care transitions and referrals for Members receiving non-specialty mental health services to a Substance Use Disorder services provider between MCP and HCA in compliance with DHCS requirements, including its No Wrong Door policy, the DHCS Contract with MCP, APLs, and Behavioral Health Information Notices (BHIN).

The Parties agree to exchange Member information, including but not limited to ADT events as permitted by applicable law, including 42 CFR Part 2 and HIPAA's minimum necessary standard, and agree to establish processes for real time data exchange.[1] This information may include, but is not limited to, Member demographic information, ADT event notifications (including non-hospital/residential facilities), services and treatment rendered, diagnoses, assessments, medications prescribed, pharmacy claims data from Medi-Cal Rx, and laboratory results.

In most instances under HIPAA's Privacy Rule involving treatment, payment, or operations, member consent is not needed to share health and social service information containing PHI. However, when Member consent is required under applicable law, including but not limited to sharing Part 2 SUD information or, in some cases, for sharing housing information, the Parties agree to implement the use of member authorization to share information forms that comply with federal and state data sharing and privacy laws, including HIPAA and Part 2, to ensure any such disclosures comply with applicable law.

The Parties agree to adopt DHCS's Authorization to Share Confidential Member Information ASCMI Form no later than January 1, 2027, unless otherwise modified by applicable DHCS guidance, as the statewide, standardized consent to disclose information form.

In addition, the Parties will exchange data files in 837 file format, including up-to-date member rosters at least monthly (defined as individuals who have received services within the last ninety (90) days), as permitted under applicable law and in accordance with Data Exchange Framework (DxF) technical requirements for HEDIS and Quality reporting purposes as referenced in *NCQA QI 2: Health Service Contracting and Data Sharing; Element C*. Those measures include, but are not limited to the following and may be updated by DHCS through written guidance:

1. Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment.
2. Pharmacotherapy for Opioid Use Disorder.
3. Utilization of the PHQ-9 to Monitor Depression Symptoms for Adolescents and Adults.
4. Follow-Up After Emergency Department Visit for Substance Use.
5. Follow-Up After High-Intensity Care for Substance Use Disorder.

6. Centers for Medicare and Medicaid Measures for Opioid Use Disorder and other Substance Use Disorder as determined by DHCS.

The parties agree that additional measures for Behavioral Health Transformation (BHT) goals and HEDIS measures related to preventive care of chronic health conditions will be added as guidance is released by DHCS.

Include the following in the document footer, if applicable (this is the definition for real time data exchange as outlined in APL 26-004: Managed Care Plan Responsibilities for Behavioral Health Data Sharing)

[1] California Health and Safety Code § 130290 establishes that the California Health and Human Services Data Exchange Framework (Data Exchange Framework) will be "designed to enable and require real-time access to, or exchange of, health information among health care providers and payers through any health information exchange network, health information organization, or technology that adheres to specified standards and policies."