

Memorandum of Understanding **between San Francisco Health Authority ("SFHP") and Native American Health Center Relating to WIC Services**

This Memorandum of Understanding ("MOU") is entered into by San Francisco Health Authority, doing business as San Francisco Health Plan. ("SFHP" or "MCP") and Native American Health Center ("Agency"), effective as of the date of execution ("Effective Date"). Agency and MCP are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT") benefit) services, as well as other services that may not be covered by MCP, in a coordinated manner from MCP and Agency; and

WHEREAS, the Parties desire to ensure that Members receive services for which they may be eligible in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

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 Agency pursuant to its local agency agreement with CDPH, Agency 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.

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

- 1. Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS") or 7 Code of Federal Regulations Section 246.2, unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov

- a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with the Agency Responsible Person, facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that The MCP Responsible Person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.
- b. "MCP-Agency Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and Agency as described in Section 4 of this MOU. The MCP-Agency 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.
- c. "Agency Responsible Person" means the person designated by Agency to oversee coordination and communication with MCP and ensure Agency's compliance with this MOU as described in Section 5 of this MOU. It is recommended that the Agency Responsible Person be in a leadership position with decision-making authority and authority to effectuate improvements in Agency practices.
- d. "Agency Liaison" means Agency's designated point of contact responsible for acting as the liaison between MCP and Agency as described in Section 5 of this MOU. The Agency Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, should facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the Agency Responsible Person as appropriate. It is recommended that the Agency Liaison have WIC Program subject matter expertise.

2. Term. This MOU is in effect as of the Effective Date and shall continue through December 31, 2028, or as amended in accordance with Section 14.f. of this MOU.

3. Services Covered by This MOU.

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. Agency 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, Agency 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 Part 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 MOU is intended to supersede, or conflict with, Agency's agreement with CDPH or CDPH's oversight authority over Agency's provision of WIC Services and the requirements applicable thereto. Should any conflict arise, the terms of Agency's agreement with CDPH will control.
- d. This MOU governs coordination between Agency and MCP relating to the provision and delivery Of MCP'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 up to 5 years Of age who are receiving supplemental foods or food instruments electronic benefits, or cash value benefits 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 up to 5 years of age 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. Agency 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 Agency 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 Agency's local agency agreement with CDPH.

4. MCP Obligations.

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

b. **Oversight Responsibility.** The designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet (preferably via virtual meeting platform) at least quarterly with

Agency, 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 Agency are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually 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 may designate a person at MCP to serve, as the MCP-Agency Liaison, the point of contact and liaison with Agency. The MCP-Agency Liaison is listed in Exhibit A of this MOU. MCP must notify Agency of any changes to the MCP-Agency 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.

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

5. Agency Obligations.

a. **Provision of Covered Services.** Agency is responsible for services provided or made available by Agency.

b. **Oversight Responsibility.** The Chief Executive Officer, the designated Agency Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing Agency's compliance with this MOU. The Agency Responsible Person serves, or may designate a person to serve, as the designated Agency Liaison, the point of contact and liaison with MCP. The Agency Liaison is listed in Exhibit B of this MOU. Agency must notify MCP of any changes to the Agency Liaison in writing 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 must be provided within five Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP'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 persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and WIC Services to its Network Providers.

b. In accordance with health education standards required by the Medical Managed Care Contract, MCP must provide Members and Network Providers with training (for providers) and educational materials (for Members) related to accessing Covered Services and WIC Services provided by Agency, 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 medical formulas; and care coordination approaches; and
- ii. Training and information on CDPH WIC approved and/or evidence based nutrition and lactation topics, food and housing insecurity screening, cultural and literacy appropriate family-centered education.
- iii.
 - I. Behavioral Health Services
 - II. Breast pump availability, related supplies, and issuance
 - III. Community Health Worker services
 - IV. Community Support Services/Enhanced Care Management (ECM)
 - V. Doula services
 - VI. Dyadic Services
 - VII. Lactation consultation and other breastfeeding support services, including advice line access,
 - VIII. Medical Nutritional Therapy

- IX. Medical Formulas
- X. Outpatient services
- XI. Related referral processes for such services.

- The Parties will share CDPH WIC approved and/or evidence based training and educational materials with each other to ensure the information in their respective training and educational materials includes consistent messaging and an accurate set of services provided or arranged for by each Party and is consistent with MCP and Agency policies and procedures, and with clinical practice standards.
- MCP must include Agency 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 [<https://www.myfamily.wic.ca.gov>] and/or local WIC link www.nativehealth.org/wic/ on its website.
- When staff resources allow, Agency must ensure the WIC Regional Breastfeeding Liaison, as defined by the CDPH Regional Breastfeeding Liaison Program, is available to provide WIC orientation and breastfeeding training to MCP Network Providers and support staff, including providing information on evidence-based recommended breastfeeding practices and policy across the continuum of care, such as the 9 Steps to Breastfeeding Friendly Community Health Centers and Outpatient Care Settings workplace lactation accommodation, and hospital breastfeeding policy regulations.
- MCP must coordinate with the WIC Regional Breastfeeding Liaison to communicate and schedule Network Provider training on WIC orientation and breastfeeding.

7. 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 MCP's Covered Services. Referrals made pursuant to this MOU and any policies and procedures related thereto must comply with Section 13 of this MOU.

i. The Parties must facilitate referrals to Agency for Members who may meet the eligibility criteria for WIC Services.

ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. MCP must refer and document the referral to Agency of Members who are Pregnant Women, Breastfeeding Women, Postpartum Women, or the legal guardians of Members who are Infants or Children up to 5 years of age, 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. MCP must have policies and procedures to identify and refer, and to ensure its Network Providers identify and refer, to Agency those Members who may be eligible for WIC Services.

1. As part of the referral, or as soon as possible thereafter, MCP must assist the Network Provider, Member, and Agency, as

necessary, with sharing the Member's name, Date of Birth, Address, Contact Information (such as Member's phone and email), Preferred Language, Medi-Cal number and limited portions of the medical record relevant to nutrition referral, as well as a copy of the Member's current (within the past 12 months) hemoglobin and hematocrit laboratory values with Agency as soon as possible. If the Member has not yet had these laboratory tests, MCP must coordinate with the Network Provider and Member to assist the Member with obtaining such laboratory tests as soon as possible.

2. MCP must ensure its Network Providers share with Agency relevant information from patient visits, including, without limitation, the information below within the required time frames:

- a. Height and weight measurements, (measured on the same day and remitted within 60 days);
 - b. Hemoglobin and or hematocrit values (current or within 90 days and remitted annually);
 - c. Blood lead values for children (by 23 months of age);
 - d. Proof of pregnancy and/or estimated date of delivery (within 60 days of referral for pregnant participants);
 - e. Immunization records for Infants and Children; and
 - f. Health conditions when referring their patients to Agency and/or when requested by Agency. MCP must also ensure that its Network Providers share with Agency all WIC Program documentation, including signed necessary CDPH WIC Program forms.
- iv. MCP must collaborate with Agency to update referral processes and policies designed to address barriers and concerns related to referrals and delays in service delivery.
- v. Agency should refer Members to MCP for MCP'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 Agency is also a Community Supports Provider or an ECM Provider pursuant to a separate agreement between MCP and Agency for Community Supports or ECM services, this MOU does not govern Agency's provision of Community Supports or ECM services.
- vi. Upon notification from MCP that a Member may be eligible for WIC Services, and in accordance with its normal practices and procedures governing WIC application and certification, Agency must conduct the applicable screening and assessments to determine whether the Member is eligible for WIC Services.
- vii. Agency must provide MCP with information about WIC referral process(es), including referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to Agency. Agency must work with MCP, as necessary, to revise referral processes and address barriers and concerns related to referrals.
- viii. Agency 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 per USDA regulations (WPPM 390-10, 7CFR 246.10), Agency is the payor of last resort, MCP and Agency must coordinate to ensure MCP understands Agency's processes and procedures for providing Members with

medical formula as appropriate. WIC provides medical formulas when they are NOT a covered benefit by Medi-Cal. MCP must ensure its Network Providers are trained in and follow the requirements for assisting Members in obtaining medical formula from appropriate Medi-Cal Rx provider. MCP must ensure its Network Providers are trained in and follow the requirements for assisting Members, in the event of denial letter, in obtaining medical formula from WIC using appropriate referral criteria. The following information must be included with the WIC referral after submitting a prior authorization (PA) to Medi-Cal Rx for provision of medical 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's Request Form or a prescription that contain: the WIC Participant's (formula recipient) first and last name, infant/child date of birth, a qualifying medical diagnosis, the name of the medical formula or medical nutritional, amount required per day, length of time prescribed in months (not to exceed 6 months without updated reauthorization), 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 (must be licensed clinical provider) signed the medical documentation.

b. Closed Loop Referrals. To the extent that the following does not (a) require modifications to the WIC Program's management information system by CDPH or its contractors, (b) require Agency to store confidential WIC Participant or WIC Applicant information as defined in 7 Code of Federal Regulations Section 246.26(d)(1)(i) in any database or management information system other than the one in use by CDPH, or (c) otherwise conflict with current or future statutes, regulations, or guidance for the WIC Program, by July 1, 2025 or as otherwise determined by DHCS, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide, DHCS All Plan Letter ("APL") 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that SFHP and Agency comply with the applicable provisions of closed loop referrals guidance within 12 calendar months of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. Care Coordination and Collaboration.

a. Care Coordination.

- i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.
- ii. The Parties must discuss and address individual barriers Members face in accessing MCP's Covered Services and/or WIC Services at least quarterly.

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

b. **Population Health Management.** MCP must coordinate with Agency to ensure Member access to EPSDT benefits and perinatal services. MCP must undertake such activities in accordance with the Medi-Cal Managed Care Contract, DHCS Population Health Management Program, and policy guidance,³ 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.** MCP must implement processes to coordinate WIC Participant care between Agency 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 up to and including referrals to WIC agencies at appropriate points of care. Agency 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 Agency's local agreement with CDPH.

- i. MCP 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 Agency, as needed, in care management and care coordination.
- ii. MCP must ensure that its Network Providers are able to provide 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 arrange for the timely provision of breast pumps (expedited access, all levels of breast pump, etc.) and donor human milk for fragile Infants, infant feeding assessments, and coordinated feeding plan development up to and including International Board Certified Lactation Consultants, as needed.
- iii. Agency may advise MCP when WIC Participants who are Members need lactation support services. MCP must arrange for lactation consultation and/or breastfeeding peer counseling services as appropriate.
- iv.

MCP 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

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns such as barriers or issues related to referrals for medical formulas, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

- i. 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.
- ii. MCP must invite the Agency Responsible Person, Agency Liaison, and Agency executives to participate in MCP 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 should be permitted to participate in these meetings, as appropriate.
- iii. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

b. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by Agency, such as local county meetings, local community forums, and Agency engagements, to collaborate with Agency in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in its policies and procedures.

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

Agency's sharing of confidential WIC Applicant and WIC Participant information with MCP must comply with 7 Code of Federal Regulations Section 246.26.

a. **Data Exchange.** MCP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. Agency is encouraged to share the necessary minimum information and data to facilitate referrals and coordinate care under this MOU. Agency 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 MCP, 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 Exhibit C of this MOU, contingent on the receipt of Members' appropriate written consent. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

b. 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 MCP or its Network Providers to Agency to reduce the administrative burden on Agency 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 MCP or its Network Providers: proof of pregnancy, height and weight of Infants at birth, pregnant individuals' prepregnancy 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 MOU in a manner that complies with applicable laws and requirements.

c. **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 program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

- a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and Agency 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.

- b. Disputes between MCP and Agency that cannot be resolved in a good faith attempt between the Parties within 15 Working Days of initiating such dispute must be forwarded by MCP to DHCS and may be forwarded by Agency 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.

13. Equal Treatment.

- a. Pursuant to 7 Code of Federal Regulations Section 246.3(b) and Title VI, 42 United States Code Section 2000d et seq., Agency 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 under the WIC Program. Nothing in this MOU is intended to benefit or prioritize Members over WIC Participants who are not Members.
- b. Agency is prohibited from directing or recommending that an individual choose or refrain from choosing a specific MCP, and MCP is prohibited from directing or recommending that an individual choose or refrain from choosing a specific agency that provides WIC Services.
- c. Agency is prohibited from making decisions intended to benefit or disadvantage a specific MCP, and MCP is prohibited from making decisions intended to benefit or disadvantage a specific agency that provides WIC Services.

14. General.

- a. **MOU Posting.** MCP must post this executed MOU on its website.
- b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 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 business day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for

purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

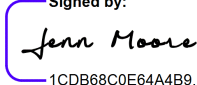
- d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract,. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate 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.
- e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU 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, amended or modified in Agency's local agency agreement with CDPH, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity. Either party may terminate this MOU at any time by giving thirty (30) days written notice to the other party however, the termination is subject to approval or allowance by regulators.
- 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 Agency and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither Agency nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the 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.
- k. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other party and its directors, officers, employees, agents, and representatives from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages to the extent caused by the negligent or wrongful acts or omissions of the indemnifying party, or its directors, officers, employees, agents, representatives, or subcontractors in the performance of this MOU. The indemnifying party shall control the defense of any such claim, provided that the indemnified party may participate in such defense at its own expense, but such participation shall not relieve the indemnifying party of its obligations imposed by

this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of or relating to the activities of this Agreement, provided that nothing shall require any party to the Agreement to cooperate to their own legal detriment, to disclose any documents, records or communications that are protected from such disclosure under the peer review privilege, the attorney-client privilege or the attorney work product doctrine or other rules governing such privileged materials.

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

San Francisco Health Plan

Signature:  Signed by:
Date: 8/7/2026 1CDB68C0E64A4B9...
Name: Jenn Moore
Title: Chief Operating Officer

Notice Address: PO Box 194247
San Francisco, CA 94119

Notice of Electronic Delivery:
provider.relations@sfhp.org

**Native American Health Center (NACH)
and NAHC WIC Department**

Signature: *Natalie Aguilera*
Date: 2026-07-24
Name: Natalie Aguilera
Title: Chief Executive Officer

Notice Address: 2920 International Blvd.,
Third Floor, Oakland, CA 94601

Notice of Electronic Delivery:
Ninoskaa@nativehealth.org
NAHC WIC Director/Agency Liaison

(Remainder of this page intentionally left blank)

Exhibits A

MCP Liaisons

Liaisons	MCP Title
MCP Responsible Person	Senior Director, Provider Network Management
MCP Agency Liaison	Children and Families, Senior Program Manager, Quality and Population Health

Exhibit B

Agency Liaisons

Liaisons	Agency Title
Agency Responsible Person	Chief Executive Officer
Agency Liaison	WIC Director

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Exhibit C
Data Elements

MCP and Agency may share the following data elements:

- 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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CERTIFICATE *of* SIGNATURE

REF. NUMBER
A7H8H-HNCK8-KOFYD-OJVAN

DOCUMENT COMPLETED BY ALL PARTIES ON
24 JUL 2026 22:34:39
UTC

SIGNER

NATALIE AGUILERA

EMAIL
NATALIEA@NATIVEHEALTH.ORG

TIMESTAMP

SENT
23 JUL 2026 16:47:01

VIEWED
24 JUL 2026 21:33:35

SIGNED
24 JUL 2026 22:34:39

SIGNATURE

Natalie Aguilera

IP ADDRESS
12.199.5.10

LOCATION
SAN FRANCISCO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
24 JUL 2026 21:33:35

