

TRANSITIONAL RENT SERVICE DELIVERY AGREEMENT
BETWEEN
COUNTY OF FRESNO
AND
KAISER FOUNDATION HEALTH PLAN, INC.

Transitional Rent Provider Agreement

Between

Kaiser Foundation Health Plan, Inc. and County of Fresno

This Medi-Cal Services Agreement (“Agreement”) is incorporated into and made part of the Memorandum of Understanding (MOU) between Kaiser Foundation Health Plan, Inc. (“MCP”) and County of Fresno (“BHP”). MCP and BHP may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, MCP is a licensed Medi-Cal managed care health plan, that provides or arranges for the provision of health care services and related services as required by the California Department of Health Care Services (“DHCS”).

WHEREAS, MCP desires to arrange for the provision of Transitional Rent, which is a Community Support service under Medi-Cal designed to assist Medi-Cal Members (“Members”) experiencing or at risk of homelessness as defined by DHCS in the Community Supports Policy Guide, Volume 2 (“DHCS Policy Guide”). It provides temporary rental assistance to promote housing stability and facilitate access to health care services.

WHEREAS, the Parties wish to establish the terms under which MCP will contract with BHP to provide Transitional Rent as a Community Supports service, effective January 1, 2026, to MCP’s Members, in accordance with applicable Medi-Cal requirements.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises and covenants contained herein, the Parties hereby agree as follows:

- 1. Definitions.** Capitalized terms shall have the meanings assigned in MCP’s Medi-Cal Managed Care Contract with DHCS or as defined in the DHCS Community Supports Policy Guide, Volume 2 (“Policy Guide”), unless otherwise defined herein.
- 2. Term.** This Agreement shall commence on January 1, 2026, or the date of execution (“Effective Date”), and shall automatically renew annually unless either Party provides written notice of non-renewal in accordance with Section 10. “Notice” of this Agreement.
- 3. Provision of Services.**
 - a. Transitional Rent Provider (BHP) Responsibilities.** BHP shall provide the full scope of Transitional Rent services in accordance with applicable laws, MCP’s Medi-Cal Contract with DHCS, DHCS Community Supports Policy Guide, Volume 2, and MCP’s Policies and Procedures, using best practices and industry standards.

- i. BHP shall act as the Transitional Rent Provider, meaning it will either issue payments for housing or directly provide housing (e.g., through ownership and operation of a supportive housing project).
 - ii. BHP must possess the requisite experience and expertise to perform its role in delivering Transitional Rent services.
 - iii. BHP responsibilities include, but are not limited to:
 - 1. Identifying appropriate housing units.
 - 2. Ensuring habitability of units.
 - 3. Assisting Members with lease review, understanding, and execution.
 - 4. Structuring rent payment agreements with landlords or property owners.
 - 5. Issuing timely payments to housing providers.
 - 6. Coordinating with supportive service providers [e.g., Housing Transition Navigation Services (HTNS), Housing Deposits, Housing Tenancy and Sustaining Services (HTSS), Enhanced Care Management (ECM), and other relevant providers].
 - iv. BHP may utilize Flexible Housing Subsidy Pools (“Flex Pools”), which allow a single entity to manage landlord engagement across contributing funders.
 - v. If BHP subcontracts for any of these activities, BHP must notify MCP in writing and comply with all subcontracting oversight requirements required by state and federal law, regulations, the DHCS Mental Health Plan Contract, and guidance.
 - b. **MCP Responsibilities.** MCP shall fulfill its responsibilities in accordance with applicable laws, its Medi-Cal Contract with DHCS, DHCS Policy Guide, and MCP’s Policies and Procedures.
 - i. MCP responsibilities include, but are not limited to:
 - 1. Making good faith efforts to ensure Transitional Rent instances are recorded in HMIS by the Housing Trio Provider, BHP, or MCP.
 - 2. Encouraging Member intake into the Coordinated Entry System.
- 4. Eligibility.** Members are eligible for Transitional Rent if they meet all the criteria required by DHCS, including social and clinical risk factors, and are considered part of a transitioning population.
- 5. Authorization and Duration.**
- a. **Authorization Period and Redetermination.** MCP and BHP shall follow authorization and redetermination requirements as outlined in applicable laws, MCP’s Medi-Cal Contract with DHCS, DHCS Policy Guide, and MCP’s Policies and Procedures.

- b. **Automatic Authorization for ECM and the Housing Trio.** When MCP authorizes Transitional Rent, it shall also authorize ECM and the appropriate Housing Trio Community Supports (HTNS, Housing Deposits, and HTSS).

6. Referrals.

- a. Members may be referred to MCP for Transitional Rent by county behavioral health agencies, health care providers, housing support providers, Continuums of Care (CoCs), or other sources.
- b. Members may also self-refer.

7. Quality Assurance, Quality Improvement, and Health Equity

- a. **Purpose and Scope.** BHP acknowledges that MCP is required under federal and state law, including Medi-Cal Managed Care Plan agreement with DHCS, and by accreditation entities such as the National Committee for Quality Assurance (“NCQA”) and the California Department of Managed Health Care (“DMHC”), to maintain a Quality Improvement (QI) System that includes oversight of its contracted providers. This Section sets forth the BHP’s obligations to participate in MCP’s Quality Assurance, Quality Improvement, and Health Equity (“QI/HE”) activities as they relate to the provision of Transitional Rent Services as a Community Supports service.
- b. **Provision of Information.** BHP shall provide QI/HE information relating to Members for use in MCP’s QI/HE activities, including quality indicators, performance reports, and corrective action follow-up as requested by MCP. Upon request, BHP will share with MCP QI/HE information necessary for licensing, accreditation, or regulatory compliance, consistent with confidentiality and privilege protections required by law.
- c. **QI/HE Program.** BHP shall maintain a written QI/HE improvement program that meets all applicable state and federal requirements, including DHCS Community Supports standards. Such program shall monitor quality of care, accessibility, member satisfaction, and equity in service delivery; identify and address performance issues; and implement corrective actions as appropriate. BHP shall ensure that all its subcontractors and rendering providers adhere to comparable QI/HE standards.
- d. **Resolution of Problems.** BHP shall investigate and respond promptly to issues regarding quality of care, accessibility, or equity and shall use best efforts to remedy promptly any unsatisfactory condition related to the care of Members, as determined by MCP or any government official. The parties shall work cooperatively and in good faith to improve service quality and outcomes and to resolve problems related to Transitional Rent Services.

8. Payment.

- a. MCP shall compensate BHP for the delivery of Transitional Rent services in accordance with applicable laws, MCP's Medi-Cal Contract with DHCS, DHCS Policy Guide, and MCP's Policies and Procedures.

9. Indemnity.

- a. Each of the Parties hereto shall be solely liable for acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and hold harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities of any kind arising out of or in any way connected with any act, failure to act, omission, or misrepresentation by the indemnifying party, including its officers, directors, agents or employees, or any breach by the indemnifying party of any of the terms, conditions, warranties or representations contained in this MOU, or in any other instrument executed by the indemnifying party in connection with this MOU. 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."

10. Notice.

- a. 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.

The Parties represent that they have caused this Transitional Rent Provider Agreement to be executed by their duly authorized representatives as of the dates set forth below, to be effective as of the Effective Date.

MCP

Kaiser Foundation Health Plan, Inc.

Signature:

Name: Celia Williams

Title: Executive Director, Medicaid Care Delivery and Operations

Date:

Notice Address:

393 E. Walnut St., Pasadena, CA 91188
kpmou@kp.org

BHP

County of Fresno

Signature:



Name: Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors of the County of Fresno

Date: 12/9/25

Notice Address:

County Administrative Officer
County of Fresno
2281 Tulare Street
Fresno, California 93721

NPI: 1699909812

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

Org No.: 56302037
Account No.: 3575
Fund No.: 0001
Subclass No.: 10000

Exhibit A-1

Responsibilities of the MCP and BHP

This Exhibit outlines the respective responsibilities of MCP and BHP (acting as Transitional Rent Provider) under the Transitional Rent Provider Agreement.

MCPs must contract with a network of Transitional Rent Providers to administer the service, rather than administer payments directly to landlords.

A Transitional Rent Provider is the entity that issues payment for housing for Members receiving Transitional Rent or, alternatively, directly provides housing for Members receiving Transitional Rent (as in the case of a nonprofit organization that owns and operates a permanent supportive housing project).

To be qualified to serve as a Transitional Rent Provider, organizations must have the experience and expertise required to perform the function they will assume in the delivery of Transitional Rent.

The responsibilities of the Transitional Rent Provider (e.g., BHP) include but are not limited to:

1. Identifying an appropriate setting/unit.
2. Ensuring the housing unit is habitable.
3. Helping Members review, understand, and execute the lease agreement.
4. Ensuring the lease agreement is compliant and legal.
5. Structuring rent payment agreement with landlord or property owner.
6. Issuing timely payments to the landlord or housing provider.
7. Coordinating with supportive service providers (HTNS, Housing Deposits, HTSS, ECM, etc.).

Table 1: Responsibility Matrix

MCP Responsibility	BHP Responsibility
Authorize Transitional Rent for eligible Members and ensure coordination with ECM and Community Supports (HTNS, Housing Deposits, HTSS).	Accept referrals and coordinate with ECM, HTNS, and other providers to support housing transitions.
Accept Member or provider attestations to meet documentation requirements.	Assist Members in completing attestations and documenting housing needs in the housing support plan.
Monitor service utilization and ensure compliance with DHCS requirements, including the six-month Global Cap.	Track service delivery and notify MCP of changes in Member eligibility, housing status, or service needs.
Coordinate with providers (e.g., HTNS, Housing Deposits, ECM) for seamless service delivery.	Collaborate with providers and systems (e.g., Coordinated Entry, housing authorities) to support housing placement

MCP Responsibility	BHP Responsibility
	and retention.
Report service delivery data and outcomes to DHCS.	Provide data and documentation as requested by MCP for reporting and quality assurance.
Ensure housing settings meet minimum quality standards.	Conduct a basic unit or setting inspection to verify compliance with HUD or state habitability standards and submit attestation of compliance with HUD or state habitability standards as a condition of authorization.
Make good faith effort to ensure Transitional Rent is recorded in HMIS and encourage Coordinated Entry intake.	Complete HMIS entry and support Member intake into Coordinated Entry System, as applicable.
Reassess eligibility if Member discontinues and reapplies within the 6-month period.	Notify MCP of Member status changes that may affect eligibility or service continuity.
Track Room and Board cap, including prorated payments and holds per DHCS guidance.	Comply with MCP payment structure and Payment requirements in Exhibit A-2 and avoid issuing payments after a Member exits the unit.
When a Member switches MCPs, request and validate prior Room and Board utilization data.	Provide service utilization data to MCP as requested by MCP to support continuity and cap tracking.

Exhibit A-2

Transitional Rent Payment

This Exhibit outlines the payment structure from Managed Care Plans (MCPs) to Mental Health Plans (BHP) acting as a Transitional Rent Provider, under the Transitional Rent Provider Agreement. Background on DHCS-to-MCP payments is included for context.

1. Payment Structure

DHCS provides non-risk, supplemental payments to MCP for Transitional Rent, including rental costs and an administrative fee. MCP is responsible for distributing payments to BHP, when contracted as a Transitional Rent Provider, in alignment with these funds.

MCP may issue prospective payments to BHP to support cash flow, with reconciliation based on actual rental costs and DHCS ceilings. Administrative fees are not subject to reconciliation.

Members must not be charged for any portion of Transitional Rent. BHP will submit claims or invoices for rental subsidies using the identified HCPCS codes. MCPs will pay BHPs the actual cost of rental assistance or temporary housing paid to the landlords or property owners up to a reimbursable ceiling tied to the geographic location, setting and to a percentage of the U.S. Housing and Urban Development (HUD) Fair Market Rents (FMR), specifically the Small Area FMR (SAFMR).

MCP and BHP must ensure full coverage of housing costs. For Members transitioning to cost-sharing programs (e.g., HUD vouchers), planning support should be documented separately according to the DHCS Transitional Rent Payment Model.

2. Administrative Fee

MCP will retain 10% and pass through 90% of the standard administrative fee provided by DHCS for the BHP's applicable Region as reflected in the table(s) below. The administrative fee will apply to the first month a Member receives Transitional Rent in a permanent setting, regardless of whether they previously received Transitional Rent in an interim setting. This higher administrative fee may only be claimed once per Member.

Region B		
Counties	Amador, Fresno, Kings, Madera, Mariposa, San Joaquin, Stanislaus, Sutter, Yuba	
Administrative Fee Paid to Transitional Rent Provider	Standard administrative fee, per month	\$157.78
	Administrative fee for the first month that a Member is placed in a permanent setting	\$1,103.14

3. Global Cap for Room and Board Services

BHP must support MCP compliance with DHCS's Global Cap on Room and Board services, including accurate tracking of service days and timely reporting of Member transitions.

4. HCPCS Codes for Transitional Rent

BHP must use the following HCPCS codes and modifiers when submitting claims or service data to MCPs for Transitional Rent delivery:

Code	Description	Modifier	Setting
H0044	Supported housing, per month	U6	Permanent settings (e.g., apartments, homes)
H0043	Supported housing, per diem	U2	Interim settings (e.g., shelters, hotels/motels)

Additional codes or modifiers may be added as needed.