

MEMORANDUM OF UNDERSTANDING

between the

SANTA CLARA VALLEY HEALTH AND HOSPITAL SYSTEM

AND

SANTA CLARA COUNTY SOCIAL SERVICES AGENCY

AND

SANTA CLARA FAMILY HEALTH PLAN

This is a Memorandum of Understanding ("MOU") between the County of Santa Clara dba Santa Clara Valley Health and Hospital System which operates Valley Children's Health Initiative ("VCHI"), the County of Santa Clara dba Santa Clara County Social Services Agency ("SSA"), and the Santa Clara Family Health Plan ("SCFHP") to engage in communication and collaboration regarding the status of individual enrollees (children) participating in one of three health insurance programs; Medi-Cal, Healthy Families and Healthy Kids. This collaborative effort is one step in the process of reaching the goals of the Children's Health Initiative which was launched by the Santa Clara County Board of Supervisors on January 2, 2001 to ensure access to health insurance to one hundred percent of eligible children residing in Santa Clara County through outreach and related application assistance activities.

The purpose of this MOU is to specify the roles and responsibilities of the participating parties in order to promote legally prescribed effective information sharing and data tracking associated with children's health insurance, between VCHI, SSA, and SCFHP.

This MOU includes this Agreement and Attachment A, Consent to Exchange/Release Information, which is hereby incorporated by this reference:

The following is understood and agreed upon by all parties:

I. PURPOSE OF COLLABORATION

- A. To develop a system whereby Medi-Cal enrollment information maintained by SSA is readily shared with VCHI and SCFHP where a proper consent to release information has been signed and agreed to by the applicant;
- B. To develop a system whereby Healthy Kids enrollment information maintained by SCFHP is readily shared with SSA and VCHI; and
- C. The sharing of information described in I.A. and I.B. above is intended to facilitate eligibility determination and reduce duplication of enrollment efforts between SSA, VCHI, and

SCFHP and is further intended to facilitate the provisioning of appropriate client related follow-up services based on the shared enrollment status information.

II. OBLIGATIONS

- A. VCHI agrees to provide SSA with a completed and signed Consent To Exchange/Release Information form in conjunction with a completed Medi-Cal application for the purpose of obtaining an applicants' Medi-Cal eligibility status;
- B. VCHI agrees to provide SCFHP a completed and signed Consent To Exchange/Release Information form in conjunction with a completed Healthy Kids application for the purpose of obtaining an applicants' Healthy Kids eligibility status;
- C. SSA agrees to provide VCHI an applicants' Medi-Cal eligibility status during the initial application screening process for the purpose of facilitating eligibility determination and reducing the risk of duplication of Medi-Cal applications;
- D. SSA agrees to provide VCHI Medi-Cal application outcome information after eligibility determination has been made;
- E. SSA agrees to provide VCHI Medi-Cal application status information that may include but is not limited to applicants' Medi-Cal eligibility date of approval or discontinuance, Medi-Cal eligibility aid code and denial reason, assigned eligibility worker name and address, and current address and phone number of Medi-Cal beneficiary and child's date of birth, social security number, parents names and other identifying information as necessary; and
- F. SCFHP agrees to provide SSA and VCHI Healthy Kids enrollment information that includes but is not limited to name of beneficiary, date of birth or social security number of beneficiary, date of Healthy Kids eligibility issuance, and current address and phone number of Healthy Kids beneficiary.

III CONFIDENTIALITY

The parties shall maintain the confidentiality of all records generated during the period of this MOU pursuant to applicable federal, state and local laws, rules and regulations. All parties will ensure that any information collected by their staff, officers, employees and agents while performing the party's services and obligations under this Agreement will keep such information confidential and will follow the procedures for sharing information as prescribed by applicable laws. No information or records shall be released unless applicant has completed Consent to Exchange/Release Information Form, Attachment A, is received.

Attachment A may be updated periodically and shall become effective upon the review and approval of the directors of VCHI, SCFHP and SSA.

IV. INSURANCE

Each party is self-insured and, during the term of this MOU, shall maintain in force a general liability insurance policy or program of self-insurance which provides limits of not less than one million dollars (\$1,000,000.00) per occurrence or two million dollars (\$2,000,000.00) per annual term. The policy shall require the insurer to provide to each party a thirty (30) day notice of any cancellation or reduction of such insurance or shall provide such notice under the self-insurance plan. Each party agrees to provide any other party certificate of insurance upon request.

V. HOLD HARMLESS

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this MOU.

VI. NON-DISCRIMINATION

The VCHI, SSA and SCFHP shall not discriminate against any person rendering or receiving services pursuant to this MOU on the basis of race, color, national origin, sex, creed, sexual orientation, or physical or mental disability including HIV disease as provided by State and Federal law.

VII. CONFLICT RESOLUTION

All parties agree that differences of opinion regarding personnel or service practices of all parties will be discussed as soon as practically possible following awareness of a conflict. All parties will attempt early resolution of conflicts, which may include discussion of relevant facts, agreements, policies, and State and Federal law. If resolution is not obtained, decisions will be made after discussion between the management representatives of VCHI, SSA and SCFHP.

VIII. TERM AND TERMINATION

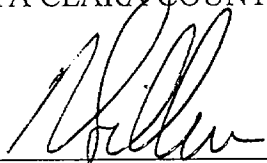
This MOU shall be reviewed annually. It will become effective upon the signed approval of all parties, and will remain in effect until five (5) years hence. Amendments to this MOU must be provided to all signing persons and will become effective upon the signature of approval by all parties, with the exception of Attachment A.

It is understood by all parties that the services under this MOU will not begin until approval and signature by all parties are received. Failure to adhere to the agreements specified herein may result in one of the parties exercising the option to terminate this MOU.

Either party may terminate this MOU by giving a minimum of (30) days advance written notice to all parties.

Each party shall comply with all applicable federal, state and local laws, rules and regulations ("Laws") that are in effect at the inception of this agreement and that become effective during the term of this agreement, including without limitations the Health Insurance Portability and a Accountability Act (42 USC sections 1320d et. seq.) The parties shall execute any amendments necessary to implement such laws. Either party may terminate this MOU immediately if the parties, acting in good faith, are unable to make the amendments necessary this agreement necessary to comply with such Laws, or the parties determine in good faith that compliance with the Laws are impossible or infeasible.

SANTA CLARA COUNTY (VCHI and SSA):



Robert Sillen, Executive Director
Santa Clara Valley Health & Hospital System

1/25/02
Date

SOCIAL SERVICES AGENCY



Will Lightbourne, Executive Director
Social Services Agency

1/22/02
Date


SANTA CLARA FAMILY HEALTH PLAN



Leona Butler, Chief Executive Officer
Santa Clara Family Health Plan

1/28/02
Date

APPROVED AS TO FORM AND LEGALITY:



Gita C. Suraj, Deputy County Counsel

1/29/02
Date