

MEMORANDUM OF UNDERSTANDING

#595-PHD0507

between

HEALTHY KIDS HEALTHY FUTURE

and

EL DORADO COUNTY

regarding

A REGIONAL PARTNERSHIP FOR CHILDREN'S HEALTH INSURANCE

THIS Memorandum of Understanding ("MOU") is entered into on July 1, 2007 by and between the County of El Dorado ("COUNTY") on behalf of the El Dorado County Public Health Department (hereinafter referred to as "PUBLIC HEALTH") and Healthy Kids Healthy Future, a California non-profit corporation located at 1321 Garden Highway, Suite 200, Sacramento, CA, 95833 (hereinafter referred to as "HKHF").

WITNESSETH

WHEREAS, the Parties cooperatively operate a Children's Health Initiative ("CHI") by offering families living below 300 percent of the federal poverty rate who are residents of the County of El Dorado access to affordable health insurance for their children ages 0 – 18 years old; and

WHEREAS, the Parties acknowledge that the services described in this MOU are part of a continuum of services within the CHI and that they should actively promote and engage in collaborative arrangements with other organizations to ensure that a comprehensive range of services are available; and

WHEREAS, the Parties acknowledge and understand that this MOU is not a contract for services, performed by HKHF for or on behalf of COUNTY, but is simply a reiteration of the roles and responsibilities of both parties operating within the CHI; and

WHEREAS, any fiscal provisions included herein are expressly limited to the payment by HKHF and reimbursement by COUNTY of health insurance premiums for children ages 0-18;

WHEREAS, COUNTY has determined that the provisions of such services provided by HKHF are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

This MOU shall become effective upon final signature and will continue in effect through June 30, 2009.

2. HKHF AGREES TO:

Provide accounting and contract services for the local CHI as related to health plans' administration and collection of insurance premiums only. Duties under this MOU include but are not limited to:

- A. Coordination of Healthy Kids Healthy Future Board of Directors, whose function is to support the organization's mission and purpose of insuring children living in El Dorado, Colusa, Yuba, Sacramento and Placer counties who are 0-18 years of age and who live in households with incomes up to 300 percent of the federal poverty level. The Board also supports and assesses the performance of the executive director, provides financial oversight, and ensures the legal and ethical integrity on behalf of the organization.
- B. Manage contracts with Health Plans
- C. Accounting-financial reporting
- D. IT enrollment and data tracking system
- E. Grant reporting
- F. Fundraising for health insurance premiums for children ages 6-18
- G. Evaluation- work cooperatively with COUNTY's Local Program Administrator ("LPA") to establish an agreed upon evaluation measurement tool and process that will be used as a reasonable basis for quantifying and reporting results. The measurement tool is meant to be reasonably used by the agency, and is not intended to create an administrative burden. Whenever possible, it should be something in place and already being used. Examples include health plan reports, enrollment data base reports and results of client surveys.
- H. Adhere to the following policies and procedures attached hereto:
 - i. Disenrollment (Exhibit A)
 - ii. Appeals (Exhibit B)
 - iii. Enrollment Authorization and Wait List (Exhibit C)
 - iv. HIPAA Business Associate Agreement (Exhibit D)

3. COUNTY AGREES TO:

Implement the following program services:

- A. Adopt a regional project charter governing the local CHI.
- B. Confirm First 5 El Dorado's three year financial commitment for health insurance premiums for children ages 0 to 5.
- C. Establish a local CHI group and designate an LPA for oversight of outreach, enrollment, retention and utilization activities and to be the liaison between the local CHI and HKHF.
- D. Create and maintain an integrated outreach, enrollment and retention effort to maximize enrollment in existing coverage programs such as Medi-Cal for Children and Healthy Families, while establishing an equivalent program for those children under 300 percent of the federal poverty level that are currently ineligible for subsidized coverage.
- E. Adhere to the following policies and procedures attached hereto:
 - i. Disenrollment (Exhibit A)
 - ii. Appeals (Exhibit B)
 - iii. Enrollment Authorization and Wait List (Exhibit C)
 - iv. HIPAA Business Associate Agreement (Exhibit D)
- F. Work cooperatively with HKHF to establish an agreed upon evaluation measurement tool and process that will be used as a reasonable basis for quantifying and reporting results. The measurement tool is meant to be reasonably used by the agency, and is not intended to create an administrative burden. Whenever possible, it should be something in place and already being used. Examples include health plan reports, enrollment data base reports and results of client surveys.
- G. Provide funding to HKHF to cover the cost of health insurance premiums for children 6-18 years of age.

4. FISCAL PROVISIONS

- A. The maximum total payment to HKHF under the MOU shall not exceed \$70,000.00.
- B. Funds received from COUNTY via PUBLIC HEALTH shall be used by HKHF to cover costs associated with health insurance premiums only for children 6-18 years of age who are enrolled in the *Healthy Kids* insurance product. Insurance premiums shall not exceed \$109.16 per enrolled child, per month during each fiscal year of this MOU, July 1 through June 30. Annual budgets must be reviewed and signed by HKHF and approved by PUBLIC HEALTH. HKHF may also invoice COUNTY an annual VSP mailing fee per enrollee of

not more than \$0.65 per enrolled child.

- C. Unless granted an exception, Payments shall be made on a reimbursement basis upon receipt of monthly invoices from HKHF for expenses incurred in the prior month. Multiple invoices may be submitted by HKHF if necessary. Advanced payments may be granted to HKHF upon request to, and approval by, PUBLIC HEALTH.
- D. Expenditures by HKHF which exceed the total amount of this MOU shall be the responsibility of HKHF. If HKHF fails to use funding provided by the MOU as specified herein, HKHF shall be required to return or reimburse County for the total amount provided by this MOU.

5. GENERAL PROVISIONS

- A. This MOU may be amended by written mutual consent of both parties.
- B. Either party may terminate this MOU for any reason upon thirty (30) days written notice to the other.
- C. It is agreed that the parties shall be subject to examination and audit of any records associated with the provision of services for a period of four (4) years after this MOU expires or is terminated. The examination and audit shall be confined to these matters connected with the performance of the MOU including, but not limited to, a cost of administering this MOU.
- D. This MOU is not in effect or enforceable until signed by authorized representatives of both parties.
- E. HKHF shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager. HKHF's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees or volunteers shall be in excess of HKHF's insurance and shall not contribute with it. HKHF agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

6. INDEMNITY

To the fullest extent of the law, HKHF shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the HKHF services,

operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the HKHF, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly provided by statute. This duty of HKHF to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

7. NOTICES

Any notice required or permitted under this MOU shall be in writing and shall be served by United State Postal Service upon the other party.

Notice to HKHF shall be addressed as follows:

BONNIE FERREIRA, EXECUTIVE DIRECTOR
HEALTHY KIDS HEALTHY FUTURE
1321 GARDEN HWY, SUITE 200
SACRAMENTO, CA 95833

Notice to COUNTY shall be addressed as follows:

GAYLE ERBE-HAMLIN, DIRECTOR
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667

8. ADMINISTRATION

The El Dorado County Officer or employee with responsibility for administering this MOU is Gayle Erbe-Hamlin, Director of Public Health or successor.

9. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, this MOU has been executed as of the latest date herein below appearing.

HEALTHY KIDS HEALTHY FUTURE

Bonnie Ferreira
Executive Director

Date

PUBLIC HEALTH DEPARTMENT

Gayle Erbe-Hamlin
Director of Public Health

Date

EL DORADO COUNTY

Helen K. Baumann
Chair

Date

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk