

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF SAN BERNARDINO (COUNTY)
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT
and
INLAND EMPIRE HEALTH PLAN (IEHP)
for
DATA SHARING

DECEMBER 6, 2020

WHEREAS, The Transitional Assistance Department hereinafter referred to as TAD, administers the public assistance programs in San Bernardino County, including Medi-Cal, California's Medicaid program serving low-income individuals; and

WHEREAS, Inland Empire Health Plan, hereinafter referred to as IEHP, is a Local Initiative Health Plan formed pursuant to Welfare and Institutions Code section 14000, et seq., through a Joint Powers Agreement (JPA) between the Counties of Riverside and San Bernardino, operates in compliance with the Knox-Keene Health Care Services Act of 1975, and arranges and pays for the provision of covered Medi-Cal services to eligible Medi-Cal members residing in San Bernardino County; and

WHEREAS, Eligibility for Medi-Cal must be reevaluated on an annual basis. Failure to complete and return an Annual Redetermination to TAD results in loss of benefits for individuals and families; and

WHEREAS, TAD is committed to developing strategies to improve retention efforts that expand Medi-Cal coverage and assure continuity of care; and

WHEREAS, IEHP and TAD desire to share information to build coordinated strategies for assisting individuals, as further detailed in this MOU; and

WHEREAS, The information shared between TAD and IEHP shall only be Personally Identifiable Information, and no Protected Health Information will be shared between the parties; and

WHEREAS, TAD and IEHP desire to work collaboratively in order to identify and assist common/mutual customers.

NOW THEREFORE, TAD and IEHP mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications. Additionally, APIs are used when programming graphical user interface (GUI) components that take advantage of the computer's graphics capabilities to make the program easier to use, such as Microsoft Windows.
- B. CalWORKs – The acronym for California Work Opportunity and Responsibility to Kids, implemented through Assembly Bill 1542. This program replaced the Aid to Families with Dependent Children program in the State of California.
- C. DHCS – The acronym for California Department of Health Care Services, a department within the California Health and Human Services Agency that finances and administers a number of health care service delivery programs, including Medi-Cal, which provides health care services to low-income people.
- D. Encryption – Encryption enhances the security of a message or file by scrambling the contents. The parties will ensure all computer equipment meets at a minimum the Federal Information Processing Standards (FIPS) 140-2 Certified Algorithm at 128bit or higher (i.e., 256bit) for whole/full disk encryption.
- E. Human Services (HS) – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- F. Inland Empire Health Plan (IEHP) – The prepaid Medi-Cal managed care plan licensed by the State of California Department of Managed Health Care and contracted with the California Department of Health Care Services.
- G. IEHP Member – A person who is enrolled in, covered by, and eligible for IEHP health care services.
- H. Medi-Cal – California's Medicaid program, established to provide low-cost or no-cost public health insurance to low-income and disabled individuals. Medi-Cal is administered by TAD.
- I. Outreach – Coordinated plan to increase community awareness of the Medi-Cal program, thereby increasing provision of services to the target populations.
- J. Personally Identifiable Information (PII) – PII is any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number, or identification number.
- K. Protected Health Information (PHI) – PHI is information that identifies the individual; is created or received by a health care provider, health plan, employer, or clearinghouse; and relates to the past, present, or future physical or mental condition, provision of health care to, or payment for the provision of health care to, an individual.
- L. Redetermination – A full eligibility review conducted annually for the continuation of Medi-Cal benefits.
- M. Secure File Transfer Protocol (SFTP) – A network protocol for accessing, transferring, and managing files on a remote system.
- N. TAD – The acronym for the Transitional Assistance Department, which administers public assistance programs in the County of San Bernardino.

II. IEHP SERVICE RESPONSIBILITIES

IEHP shall:

- A. Provide the County with a complete list of IEHP Members from San Bernardino County every month, via Secure File Transfer Protocol (SFTP). The County may also choose to access IEHP's eligibility data via IEHP's web-based Application Program Interface (API) upon mutual agreement of the parties.
- B. Receive monthly lists from the County of IEHP Members whose cases require an Annual Redetermination at the following times:
 1. Sixty (60) days prior to the redetermination due date.
 2. Ten (10) days prior to disenrollment date.
- C. Promote retention and successful renewals of IEHP Members on the case list by:
 1. Engaging Members and encouraging utilization of Medi-Cal.
 2. Encouraging Members whose eligibility is being determined to complete and return their redetermination packets and provide outreach by:
 - a) Contacting Members by mail, phone, or in person.
 - b) Assisting Members with completing their redetermination, as needed.
 - c) Referring questions or reschedules to the TAD Customer Service Center (CSC) at 1-877-410-8829.
 - d) Keeping track of Members who indicate they do not wish to renew their Medi-Cal so they are not contacted again.
 3. Adhering to privacy and security policies by ensuring the following:
 - a) Smartphones must meet encryption standards.
 - b) Phone calls to/from Members must be authenticated by confirming identifying information, e.g., date of birth, with the recipient.
 - c) Voicemail messages left for Members must not contain any Personally Identifiable Information (PII)/confidential information.
 4. Using a script approved by TAD when calling IEHP Members requiring a redetermination.
- D. Not utilize any statements that indicate that enrollment in IEHP is necessary to obtain or avoid losing Medi-Cal benefits, or that IEHP is endorsed by TAD, Department of Health Care Services (DHCS), or any other State or Federal government entity.
- E. Provide results of retention efforts to the County monthly by the tenth (10th) day of the month following contact.
- F. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
- G. Provide County with a primary point of contact.

- H. Communicate and work collaboratively with County staff to maximize services to mutual customers.
- I. Contact the TAD Administration Regional Manager with any concerns or suggestions.

III. IEHP GENERAL RESPONSIBILITIES

- A. Without the prior written consent of TAD, this Memorandum of Understanding (MOU) is not assignable by IEHP either in whole or in part.
- B. IEHP agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from TAD Director. Any subcontractor shall be subject to the same provisions as IEHP in addition to all terms and conditions as required by County. IEHP shall be fully responsible for the performance of any subcontractor.
- C. IEHP will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within IEHP. Should TAD have the legal and/or regulatory requirement to audit IEHP for IEHP's performance under this MOU, HS administrative support staff for TAD shall have the right upon thirty (30) days' notice to examine and inspect such records and books at IEHP's offices, and during IEHP's normal hours of operation.
- D. IEHP shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.

IV. TAD RESPONSIBILITIES

TAD shall:

- A. Provide IEHP with monthly lists of IEHP Members whose cases require an Annual Redetermination which includes Client Index Number (CIN), date of birth, date of renewal or disenrollment, and all telephone numbers.
- B. Provide IEHP with a list of primary points of contact.
- C. Ensure that provision of services to IEHP does not compromise client data integrity and internal procedures.
- D. Communicate and work collaboratively with IEHP staff to maximize services to mutual customers.
- E. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
- F. Without the prior written consent of IEHP, this MOU is not assignable by TAD either in whole or in part.
- G. TAD agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from IEHP. Any subcontractor shall be subject to the same provisions as TAD in addition to all terms and conditions as required by IEHP. TAD shall be fully responsible for the performance of any subcontractor.

V. MUTUAL RESPONSIBILITIES

- A. TAD and IEHP agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

- B. TAD and IEHP agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through TAD and IEHP mutual chain of command, as deemed necessary.
- C. TAD and IEHP agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. TAD and IEHP shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. TAD and IEHP shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- E. TAD and IEHP agree to ensure that the information that is shared is protected per the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements, as specified at <http://hss.sbcounty.gov/Privacy>. In the event a party discovers any suspected or actual breach of confidential information as further detailed in the requirements, such party shall immediately notify the other party.

VI. INDEMNITY

The County and IEHP agree to and shall comply with the following indemnification and insurance requirements:

Indemnification – IEHP shall defend, indemnify, and hold the County and its employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this MOU by IEHP, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of IEHP, its officers, employees, agents, or volunteers.

The County shall defend, indemnify, and hold IEHP and its employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this MOU by the County, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the County, its officers, employees, agents, or volunteers.

VII. FISCAL PROVISIONS

There shall be no remuneration for the services provided through this MOU.

VIII. TERM

This MOU is effective as of December 6, 2020, and expires December 5, 2025, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD Director is authorized to exercise TAD’s rights with respect to any termination of this MOU. The IEHP Chief Executive Officer, or his/her appointed designee, has authority to terminate this MOU on behalf of IEHP.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD may immediately terminate this MOU upon written notice to IEHP.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties. No course of dealing and no delay or failure of a party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- C. The parties agree to abide by all applicable state, federal, local laws, and regulatory requirements.

XI. CONCLUSION

- A. This MOU, consisting of eight (8) pages, is the full and complete document describing services to be rendered by County to IEHP including all covenants, conditions, and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

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Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

INLAND EMPIRE HEALTH PLAN

By: _____
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: _____

By: _____
Chairperson
Inland Empire Health Plan
Governing Board

Date: _____

Attest: _____
Secretary
Inland Empire Health Plan

Date: _____

Approved as to Form

By: _____
Anna Wang
Managing Counsel for Inland Empire
Health Plan

Date: _____