



San Joaquin 5Cs Memorandum of Understanding

I. GENERAL DESCRIPTION OF THE SAN JOAQUIN 5CS:

The San Joaquin 5Cs is a multi-agency, multidisciplinary, countywide effort to improve care coordination for children with special health care needs who are under the age of five. This effort is a California Community Care Coordination Collaborative (5Cs) project funded by the Lucile Packard Foundation for Children's Health from January 2015 through June 2016.

II. MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) authorizes the gathering, exchange and release of information for coordination of integrated children's services programs, as defined and provided for in Section 18986.46, et seq., of the California Welfare and Institutions Code, for purposes of developing a plan of comprehensive services and making appropriate referrals for children and their families by health navigators in conjunction with San Joaquin 5Cs providers.

III. THE PARTIES:

This MOU is entered into and between participating agencies in the San Joaquin 5Cs which shall collectively be referred to as the partner agencies.

IV. CONFIDENTIAL POLICY

- A. The partner agencies acknowledge that all client identifying information is confidential and subject to applicable confidentiality laws including, without limitation, Welfare and Institutions Code section 825 et seq., 18986.46, 5328, 10850 and 10850.1, and may not be used or disclosed other than in compliance with all applicable laws. Any records of another partner agency received for the purpose of facilitating the delivery of services under this MOU shall not be maintained as the receiving partner agency's records and shall not be re-disclosed to anyone not providing services defined in the MOU.
- B. Partner agencies shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- C. Partner agencies shall not use client specific information for any purpose other than carrying out obligations under this MOU.
- D. If any non-party to this MOU receives a request for any information in relation to this MOU for a client, that party shall immediately notify the Family Resource Network so that the Family Resource Network may respond, if the lead agency (Family Resource Network) deems it necessary.



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- E. For purposes of this MOU, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars such as fingerprints, voice print or photograph.
- F. The partner agency providing services shall fully apprise the authorized representative of the child, or a child in a case where he or she has the legal right to consent, or the non-minor dependent, of the requirements of Welfare and Institutions code section 18986.46€ prior to participation in Collaborative activities. Before information may be exchanged about a particular child or family pursuant, a representative of the partner agency will comply with the requirements of Welfare and Institutions Code section 18986.46 (e)(1)-(2).
- G. For purposes of evaluation including data collection and analysis, partner agencies may release statistical information that has been de-identified or part of a limited dataset, to the extent permitted by 45 Code of Federal Regulations Section 164.514(e). Partner agencies shall also implement appropriate safeguards as necessary to prevent unauthorized disclosure of information (45 C.F. Section 164.504 (e)(2)(ii)(B). Additionally, each agency agrees to report any improper use or disclosure of confidential information to the group within five (5) days of becoming aware of such use or disclosure [45 CFR Section 164.504(e)(2)(ii)(C)].

V. TERM

The term of this MOU shall begin on the first day following execution by all parties and shall remain in full force and effect through the term of the grant period, ending June 30, 2016, unless terminated earlier in writing by the lead agency (Family Resource Network). Any party may withdraw its participation in this MOU with written notice to the lead agency.

VI. LIABILITY

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VII. RESPONSIBILITIES OF AGENCY

- A. Designate a navigator who is the primary contact for Collaborative members.
- B. Commit to respond to inquiries and requests for assistance from other Collaborative agency navigators within two business days.



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- C. Commit to bring forth cases for discussion and/or participate in the Collaborative meetings for the Term of the MOU.

VIII. RESPONSIBILITIES OF IDENTIFIED AGENCY NAVIGATOR

- A. Respond to inquiries and requests for assistance from other Collaborative agency navigators within two business days.
- B. Respond with the assumption that the request for assistance is complicated and may require resources that are inaccessible to the case manager.
- C. Commit to the process of accessing the most appropriate resource to resolve the gap or barrier to appropriate, timely, or accessible care.
- D. Participate in monthly meetings including bringing forth cases for discussion.

IX. GENERAL TERMS AND CONDITIONS:

- A. It is understood that this MOU is not intended to, and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association.
- B. Each party to this MOU will continue to be individually responsible to assure compliance with all State or Federal statutory or regulatory requirements as established, specific to programs or services.
- C. This MOU is intended to provide services to the community of children with special health care needs as articulated in the four essential elements of family-centered care of the Institute for Patient- and Family-Centered Care (2010):
 - i. Respect and dignity: Health care practitioners listen to and honor patient and family perspectives and choices. Patient and family knowledge, values, beliefs, and cultural backgrounds are incorporated into the planning and delivery of care;
 - ii. Information sharing: Health care practitioners communicate and share complete and unbiased information with patients and families in ways that are affirming and useful. Patients and families receive timely, complete, and accurate information in order to effectively participate in care and decision making;
 - iii. Participation: patients and families are encouraged and supported in participating in care and decision making at the level they choose;
 - iv. Collaboration: Patients, families, health care practitioners, and hospital leaders collaborate in policy and program development, implementation, and evaluation; in health care facility design; and in professional education, as well as in the delivery of care.



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Partner agencies:

Agency Name:

Effective Date:

Agency Name:

Effective Date:

Agency Name:

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Signature Page Attached



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Agency/Partner Name:

Signature

Representative Agency Official Name and Title

Date

Navigator Contact Information:

Name:

Title:

Phone:

Email: