



COUNTY OF HUMBOLDT

AGENDA ITEM NO. **C19**

For the meeting of: February 6, 2018

Date: November 20, 2017

To: Board of Supervisors

From: Connie Beck *SW for*
Director, Department of Health and Human Services

Subject: Memorandum of Understanding with the County of Del Norte Regarding the Provision of Case Review and Quality Assurance Coverage

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached memorandum of understanding with the County of Del Norte regarding the provision of case review and quality assurance coverage;
2. Authorize the Department of Health and Human Services – Child Welfare Services Director to execute any and all future amendments to, and extensions of, the attached memorandum of understanding; and
3. Direct the Clerk of the Board to return three (3) fully executed original copies of the attached memorandum of understanding to the Department of Health and Human Services – Contract Unit for further processing.

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

California counties began conducting qualitative case reviews in September 2015 as part of the federal

Prepared by Cris Plocher, Staff Services Analyst CAO Approval *E. H. H.*
 REVIEW: Auditor *WBM* County Counsel *JDB* Personnel _____ Risk Manager *KRB* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*
 Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *2/6/18*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

Children and Family Services Review (CFSR) process and continuous quality improvement (CQI) for child welfare services (CWS) and probation agencies. The federal Children's Bureau of the Administration for Children and Families (ACF) maintains the goal of strengthening the states' and counties' quality assurance process of CFSR through the CQI model. The purpose of the CFSR process is to examine the quality of services provided to at-risk children and families, effectiveness of system policies and practices, and ensuring conformity with federal regulations for receipt of Title IV-E and Title IV-B funds. Qualitative case reviews obtain practice level information pertaining to child and family safety, permanency and well-being, and also compliment the quantitative information obtained through reporting of data indicators and national standards of child and family outcomes. Information gathered is used to inform the County Self-Assessment and the System Improvement Plan in the five (5) year CFSR process and the state's Performance Improvement Plan, in order to enhance services for children and families through improvements, such as revised training for staff, changes to county policy or practice, accurate documentation and data entry, and providing needed client services.

ACF expects states to conduct a sample of case file reviews as a part of their quality assurance process. The California Department of Social Services (CDSS) and counties use the federal Onsite Review Instrument (OSRI) tool in the Online Monitoring System (OMS) to enter case review information and determine case outcomes automatically, as well as case review reporting functions and aggregate reports of strengths and areas needing improvement. CDSS operates an internal case review process that assesses statewide practice performance for key child welfare areas using a uniform random case sampling process and methodology. On a quarterly basis, CDSS identifies for each county a designated number of cases to review that reflects the county's ratio of foster care and in-home cases, as well as demographic representation, and covers the full spectrum of program areas from investigation through permanency. The number of cases reviewed by a particular county depends on the county's child welfare and probation combined caseload size. Humboldt County is currently responsible for reviewing seventy (70) cases per year.

Federal matching funds, as described in the 2011 Realignment Legislation, are allocated to states and passed through to counties based on fiscal year 2014-2015 CWS and Probation projected total caseloads. Counties with more than five hundred (500) cases, such as Humboldt County, will receive funding for two (2) full-time equivalent staff members to conduct case reviews and quality assurance. However, such funding does not cover the full costs of this federal mandate. If there are subsequent changes in federal statutes or regulations that have the overall effect of increasing the costs incurred by a local agency, the state shall annually provide at least fifty percent (50%) of the additional non-federal share of those costs and the other fifty percent (50%) shall be funded by the county.

Per federal and state guidelines, counties are required to utilize county staff in the review of the cases encompassing case reviewers and quality assurance analysts that have been trained and certified to conduct case reviews. Humboldt County currently has two (2) case reviewers (social worker supervisors) and one (1) quality assurance analyst. Case reviewers are responsible for completing all aspects of the case review, including case record review, conducting interviews with case participants and completing the OSRI tool in the OMS database. Quality assurance analysts are responsible for ensuring that all case review components are completed and that the review ratings are accurate and consistent.

Case reviewers and quality assurance staff cannot participate on case reviews on those cases for which they had any oversight responsibility, supervision or case decision making authority. The designated quality assurance worker may not concurrently perform case review work within or outside of the county, and vice versa, the case reviewer may not concurrently perform quality assurance work within or outside of the county. Additionally, a conflict of interest arises in cases where the case reviewer or quality assurance worker knows the family personally. Whenever possible, cases that represent a potential conflict of interest are reassigned to another case reviewer or another quality assurance worker. In some instances, it may not be possible to reassign such cases within Humboldt County.

The purpose of the attached memorandum of understanding is to provide a protocol that allows the county to work with the County of Del Norte to complete case reviews and provide quality assurance coverage for each other when there are cases that cannot be completed due to a conflict of interest. Pursuant to the terms and conditions of the attached memorandum of Understanding, up to eight (8) cases may be reviewed by each county on behalf of the other in a given year.

FINANCIAL IMPACT:

The attached memorandum of understanding is a non-financial agreement, however county case reviewer and/or quality assurance worker time may be needed to provide the case reviews and quality assurance coverage required thereunder.

OTHER AGENCY INVOLVEMENT:

County of Del Norte

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached memorandum of understanding with the County of Del Norte regarding the provision of case review and quality assurance coverage. However, this alternative is not recommended due to the need to have case review and quality assurance coverage in situations in which a conflict of interest arises.

ATTACHMENTS:

1. Memorandum of Understanding with Del Norte County Regarding the Provision of Case Review and Quality Assurance Coverage

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF DEL NORTE CHILD WELFARE SERVICES
AND
COUNTY OF HUMBOLDT CHILD WELFARE SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this 6th day of February 2018 by and between the County of Humboldt, a political subdivision of the State of California, by and through its Department of Health and Human Services (hereinafter "Humboldt"), and the County of Del Norte (hereinafter "Del Norte"), a political subdivision of the State of California, by and through its Department of Health and Human Services. Together Humboldt and Del Norte are referred to as the PARTIES.

WHEREAS, qualitative case reviews were added to the continuous quality improvement process in September 2015; and

WHEREAS, cases for qualitative case review are selected by the California Department of Social Services (CDSS) through a federally approved sampling process; and

WHEREAS, counties must select individuals to be federal case reviewers and quality assurance (QA) staff; and

WHEREAS, an individual in the case reviewer role may have a conflict and may not concurrently perform QA work within or outside of the county; and an individual in the QA role may have a conflict and may not concurrently perform case review work within or outside of the county; and

WHEREAS, the CDSS Child Welfare Services Case Review Policies and Procedures Manual instructs that if a county reviewer or QA staff has a conflict of interest and there is no one available to complete the review in the county, the county staff must seek assistance from another county to review the case;

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

1. Purpose of MOU

The purpose of this MOU is to provide a protocol that allows Del Norte County Child Welfare Services and Humboldt County Child Welfare Services to work together to complete case reviews and QA for each other when there are cases that cannot be completed due to 'conflict of interest' issues. Up to eight cases may be reviewed by each county on behalf of the other in a given year.

2. Term

This MOU shall begin upon execution by both parties and shall remain in full force and effect until December 31, 2021, unless sooner terminated as provided herein. The Parties have the option to extend this Agreement upon the same

terms and conditions for an additional one-year term. Said option may be exercised by providing a written notice of intent to extend the Agreement. The notice shall be in writing and shall be given to the other Party thirty (30) days prior to the end of the initial term of the Agreement.

3. Definitions Of Terms:

Case Reviewer:

County case reviewers are responsible for completing all aspects of the case review from start to finish. This includes the case record review, conducting interviews and completing the Onsite Review Instrument and Instructions (OSRI) in the Online Monitoring System (OMS) according to training standards. An individual in the case reviewer role may not concurrently perform QA work within or outside the county.

Quality Assurance Staff:

County QA staff are responsible for ensuring that all of the case review components are completed and that the review ratings are accurate and consistent. The QA staff should work with case reviewers if questions arise about ratings and perform QA "sessions" as part of case finalization before submitting to CDSS. An individual in the QA role may not concurrently perform case review work within or outside the county.

CFSR Training Requirements:

Training requirements for case reviewer and QA staff. Each staff assigned to these roles must complete the four day in person training, three coaching calls and pass the test through CDSS to become certified before completing case reviews or quality assurance duties.

Conflict of interest

- A case reviewer and QA staff have a conflict of interest when:

Case reviewers and QA staff cannot participate in case reviews for cases which s/he had any oversight responsibility, supervision, or case decision making. Additionally, a conflict of interest arises in cases where the county staff knows the family personally (i.e. outside of a professional relationship). Whenever possible, cases that represent a potential conflict of interest should be reassigned to another case reviewer or QA staff person. In some instances, it may not be possible to reassign within the county. When this occurs, the county staff will need to seek assistance in securing another county to review the case in question. It is important to note that cases that are marked "sensitive" in the CWS/CMS are part of the universe of cases. County staff should pay particular attention to these cases with respect to conflict of interest issues.

4. Protocol for Cooperation

The Parties agree to the following protocol for cases that are 'conflict of interest' cases.

A. Case Reviewers

- Case reviewers will review case files and QA assignments in order to identify conflicts within five (5) days of receiving assigned cases from CDSS.
- Within ten (10) business days of receiving assigned cases from CDSS, the reviewers will contact the Conflict Case Review Contact identified for the other participating county, to request assistance.
- Immediately upon notification of the need for conflict case review, the receiving county will (1) accept the case for review and (2) request all materials necessary to complete a timely review.
- Immediately upon notification that the receiving county accepts the case for review, the sending county will notify the parties to the case (1) that they have been selected for review, and (2) identify the individuals who will be conducting the review.
- The reviewers in the receiving county will make every effort to complete the review within the CDSS deadline.
- The receiving county is responsible to input all relevant data into OMS.
- The receiving county is responsible to address any follow-up questions or concerns raised by CDSS.
- When the case review is complete, the receiving county will share their findings with the sending county.

B. Quality Assurance Staff

- QA staff will identify conflicts within five (5) days of receiving assigned cases.
- Within ten (10) business days of receiving assigned cases, the QA staff will contact the Conflict Quality Assurance Contact identified for the other participating county to request assistance.
- Immediately upon notification of the need for conflict QA, the receiving county will (1) accept the case for QA and (2) request all materials necessary.
- The QA staff in the receiving county will make every effort to complete the review within the CDSS deadline.

- The receiving county is responsible to input all relevant data into OMS.
- The receiving county is responsible to address any follow-up questions or concerns raised by CDSS.
- When QA is complete, the receiving county will share their findings with the sending county.

5. Termination

This MOU may be terminated by either of the parties for any reason by providing a minimum of thirty days (30) written notice to the other party. Notices of termination shall be mailed to addresses as set forth in Paragraph 8, Notices.

6. Indemnification

Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by virtue of its negligent or willful acts of misconduct or omissions (either directly or through or by its officers, officials, employees or volunteers) in connection with its duties and obligations under this Agreement and any amendments, except such loss or damage which was caused by the sole negligence or willful misconduct of either party.

7. Notices

Notices shall be given to Humboldt County at the following address:

Attn: Program Manager
Humboldt County Children & Family Services
2430 6th Street
Eureka, CA 95501

Notices shall be given to Del Norte County at the following address:

Attn: Program Manager
Del Norte County Child Welfare Services
880 Northcrest Drive
Crescent City, CA 95531

8. Nuclear Free Humboldt County Ordinance Compliance

PARTIES certify by their signatures below that neither are a nuclear weapons contractor, in that PARTIES are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear

weapons systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PARTIES agree to notify each other immediately if either becomes a nuclear weapons contractor as defined above. PARTIES may immediately terminate this MOU if it determines that the foregoing certification is false or if either becomes a nuclear weapons contractor.

9. Non-Financial MOU

It is the intent of both parties that this be a non-financial agreement.

10. Entire Agreement

This is the entire agreement between the parties. It supersedes any prior oral or written agreements or understandings and may be amended only in writing.

[Signatures on Following Page]

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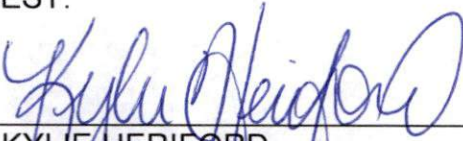
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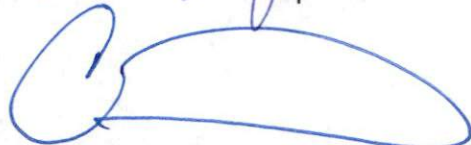
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IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

COUNTY OF DEL NORTE:


ATTEST:

By: 
KYLIE HERIFORD
Clerk of the Board of Supervisors of the County of Del Norte, State of California

By:  Date: 12/21/17
CHRIS HOWARD
Chair, Del Norte County Board of Supervisors

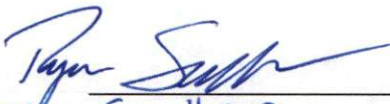
COUNTY OF HUMBOLDT:

ATTEST:

By: 
KATHY HAYES
Clerk of the Board of Supervisors of the County of Humboldt, State of California
Ryan Sharp, Deputy Clerk of the Board

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 1/11/18
Risk Analyst

By:  Date: 2/6/18
RYAN SUNDBERG
Chair, Humboldt County Board of Supervisors