

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH BRANCH
AND
COUNTY OF HUMBOLDT DEPARTMENT OF HEALTH AND HUMAN SERVICES
SOCIAL SERVICES BRANCH**

This document is to serve as a Memorandum of Understanding (MOU) entered into this ____ day of _____, 2020, by and between the Humboldt County Department of Health and Human Services (DHHS), Public Health Branch, hereinafter referred to as PHB, and the Humboldt County Department of Health and Human Services, Social Services Branch, hereinafter referred to as SSB, and referred to collectively as parties.

WHEREAS, the parties wish to coordinate the referral of eligible CalWORKs clients into the Nurse Family Partnership (NFP) program as a part of the CalWORKs Home Visiting Program (HVP); and

WHEREAS, the parties wish to memorialize the current agreement between the parties for the services provided by PHB.

NOW THEREFORE, it is agreed as follows:

1. DESCRIPTION OF SERVICES:

PHB agrees to furnish the services described in Section 10 – RESPONSIBILITY OF PARTIES of this MOU. In providing such services, PHB agrees to fully cooperate with the DHHS-SSB Director or designee thereof, hereinafter referred to as DIRECTOR.

The purpose of this MOU is to set forth the terms and conditions for SSB CalWORKs and PHB NFP to support positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty, expanding their future educational, economic, financial capability opportunities, and improving the likelihood that they will exit poverty. This MOU identifies the roles and responsibilities of SSB CalWORKs and PHB NFP in an effort to connect parents with necessary resources, improve their parenting skills and household order, and ensure that their children have a safe and nurturing environment that allows them to thrive and grow.

Assembly Bill 1811 (Chapter 35, Statutes of 2018) codified the requirements for the HVP. Continued funding for the HVP is subject to appropriation in the annual Budget Act.

2. TERM:

This MOU shall begin July 1, 2019 and shall remain in full force and effect until June 30, 2022, unless sooner terminated as provided herein.

3. TERMINATION:

A. Insufficient Funding. SSB's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated or reduced, SSB shall, at its sole discretion, determine whether this MOU shall be terminated. SSB shall provide PHB seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by SSB for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be subject to appropriation in the annual Budget Act and as allocated by the California Department of Social Services for the term of the MOU. The Parties in this MOU shall sign a letter of acknowledgment of funding allocation (Exhibit A) on an annual basis through the term of the MOU. PHB agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or deleted; the maximum amount payable by SSB for services provided hereunder may be reduced accordingly.

5. PAYMENT:

PHB shall submit to SSB quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. PHB shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by PHB shall be sent to SSB at the following address:

SSB: Humboldt County DHHS – Social Services
Attention: Staff Services Manager
507 F Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or via email, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

SSB: Humboldt County DHHS – Social Services
Attention: CalWORKs Manager
929 Koster St
Eureka, California 95501

PHB: Humboldt County DHHS – Public Health
Attention: Megan Blanchard, Director of Nursing
908 7th Street
Eureka, California 95501

7. REPORTING REQUIREMENTS:

The SSB and PHB shall provide data necessary to administer the program and also related to the outcomes of participants and children, including by race, ethnicity, national origin, primary and secondary language, and county. The data shall include program outcomes for the parents and children served in the program and these data components shall be developed in consultation with a stakeholder workgroup convened by the California Department of Social Services. The data the contracting agency must provide includes, but is not limited to, the following:

- A. PHB Performance. Number of home visits completed, including data on duration of families' enrollment in home visiting services. Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.
- B. Child and Family Indicators and Outcomes. Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines. Rates of children receiving developmental screening and referrals for further assessment. Rates of participation in early learning programs. Service referrals by type. Services accessed by type. Parental satisfaction with their gains in parenting skills and knowledge. Food and housing stability. Workforce training, employment, and financial stability. Child welfare referrals and outcomes. Participation in educational programs or English as a Second Language programs, or both, as applicable. Access to immigration services and remedies as applicable. Additional descriptive and outcome indicators, as appropriate.

This data will be used by an evaluator to create a report due to the California State Legislature on January 10, 2022.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. PHB agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall

be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of PHB, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. PHB hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by SSB and any duly authorized local, state and/or federal agencies. PHB further agrees to allow interviews of any of its employees who might reasonably have information related to such records by SSB and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.

9. DATA SHARING AND CONFIDENTIALITY:

- A. Disclosure of Confidential Information. In the performance of this MOU, PHB may receive information that is confidential under local, state or federal law. PHB hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.
- C. Data Sharing. Data sharing for the purposes of the HVP will be collected and reported in a timely manner to person’s/entities specified in the MOU. This MOU shall include

a description of the data to be reported; a description of the scope of work for data collectors and evaluators, and a description of the data sharing process including statutory data security, privacy and confidentiality requirements, termination of agreements. Parties in this MOU must demonstrate that specific steps to ensure the data is kept secure and confidential are implemented. In addition, the Parties in this MOU shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). This data will be used by an evaluator to create a report due to the California State Legislature on January 10, 2022.

10. RESPONSIBILITY OF PARTIES:

- A. SSB Responsibilities. In the performance of this MOU, SSB CalWORKs agrees to the following:
- i. SSB CalWORKs will fund and reimburse PHB for expenses incurred under this agreement not to exceed the amount allocated by the State of California Department of Social Services for the HVP for a given time period.
 - ii. Make resources available to eligible County of Humboldt CalWORKs clients describing the HVP operated by PHB NFP.
 - iii. SSB CalWORKs will complete HVP referrals for all eligible CalWORKs Clients interested in participating in the NFP Program through the HVP and forward to PHB NFP.
 - iv. Maintain a list of HVP referrals and the disposition of each referral including a list of enrollees.
 - v. Obtain authorizations for the release of information from each referred client such that SSB CalWORKs is able to coordinate with PHB in obtaining data required by the State of California Department of Social Services under the HVP.
 - vi. Coordinate with PHB NFP to collect data and submit monthly reports regarding the HVP to the State of California Department of Social Services as requested by the state.
 - vii. Provide annual training to PHB NFP home visitors on the following topics:
 - a. CalWORKs
 - b. Medi-Cal
 - c. CalFresh
 - d. Special Supplemental Nutrition Program for Women, Infants, and Children, as needed
 - e. Other Programs, as needed
 - viii. Provide a point of contact knowledgeable on the HVP to act as liaison and resource for PHB NFP.
 - ix. Collaborate with PHB NFP to participate in the HVP evaluation
 - x. Provide PHB any operating materials created by CalWORKs with regard to the HVP.
 - xi. Communicate all pertinent state regulations and directives pertaining to the HVP.

- xii. Participate in quarterly meetings to discuss HVP operations.
- xiii. SSB CalWORKs employees will coordinate with PHB NFP home visitors to facilitate service provision to shared clients under the HVP.

- B. PHB Responsibilities. In the performance of this MOU, PHB agrees to the following:
- i. PHB will submit quarterly invoices for reimbursement by SSB CalWORKs for expenses incurred under this agreement not to exceed the amount allocated by the State of California Department of Social Services for the HVP.
 - ii. PHB NFP will provide a part time public health nurse home visitor to carry a caseload of 12-13 CalWORKs clients for home visiting services- provided in accordance to the NFP model elements. Client is visited throughout pregnancy and through the first two years of the child's life.
 - iii. PHB NFP will accept HVP referrals from SSB CalWORKs and will enroll interested, eligible participants.
 - iv. PHB will provide resources describing NFP and the HVP operated by PHB NFP to SSB CalWORKs to make available to eligible County of Humboldt CalWORKs clients.
 - v. PHB will provide biannual trainings on NFP program and eligibility of target population to CalWORKs staff.
 - vi. All NHVs in the NFP program have received training in Cultural Competency Cultural Competency and trainings will continue to be provided to any new NHV.
 - vii. NFP home visitors will adhere to PHB policy on Cultural and Linguistic Competency.
 - viii. Assign an NFP point of contact for SSB CalWORKs to act as liaison and resource for ongoing case coordination.
 - ix. PHB NFP will collect data for enrolled HVP clients on health indicators and progress of mothers and children in the program and transmit data, as necessary, to SSB CalWORKs for reporting purposes.
 - x. Collaborate with SSB CalWORKs to participate in the HVP evaluation.
 - xi. Participate in quarterly meetings to discuss HVP operations.
 - xii. PHB NFP home visitors will coordinate with SSB CalWORKs employees to facilitate service provision to shared clients under the HVP.

11. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

12. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same MOU. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU, and any amendments hereto, for all purposes.

13. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

COUNTY OF HUMBOLDT
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
PUBLIC HEALTH BRANCH:

By: _____

Date: _____

Name: _____

Title: _____

(Pursuant to the authority granted by the Humboldt County Board of Supervisors on _____, ____, 2020 [Item _- _])

COUNTY OF HUMBOLDT
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
SOCIAL SERVICES BRANCH:

By: _____

Date: _____

Name: _____

Title: _____

(Pursuant to the authority granted by the Humboldt County Board of Supervisors on _____, ____, 2020 [Item _- _])

LIST OF EXHIBITS:

Exhibit A – Acknowledgement of Funding Allocation