

**FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
COUNTY OF SISKIYOU
HEALTH AND HUMAN SERVICES AGENCY
PUBLIC HEALTH DIVISION**

This, the First Amendment to that certain Professional Services Agreement, dated May 5, 2015, by and between County of Humboldt, a political subdivision of the State of California (hereinafter "COUNTY") and County of Siskiyou Health and Human Services Agency, Public Health Division (hereinafter "CONTRACTOR") (collectively, the "Parties"), is entered into this _____ day of _____, 2015.

WHEREAS, the Parties desire to amend their Professional Services Agreement, dated May 5, 2015 to modify the term and compensation sections thereof; and

WHEREAS, the Parties, as members of the North Coast Tri-County Consortium, have not yet received the proposed allocation of funds for FY 2015/16 from the California Home Visiting Program ("CHVP");

NOW THEREFORE, the Parties mutually agree as follows:

1. Section 2 – TERM is hereby amended to read as follows:

The term of this Agreement begins July 1, 2014 and shall continue in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

2. Section 4 – COMPENSATION is hereby amended to read as follows:

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement will be One Hundred Ninety Seven Thousand Seven Hundred Seventy Three Dollars (\$197,773) in FY 2014/15. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. For FY 2015/16, the maximum amount payable by COUNTY to CONTRACTOR will be contingent and dependent upon the COUNTY's receipt of anticipated CHVP funding. The specific rates and costs for the services to be performed hereunder shall be as set forth in Exhibit D – Schedule of Charges and Payments, which is attached hereto and incorporated herein by reference.

3. Exhibit D – Schedule of Charges and Payments, Paragraph 1 is hereby amended as follows:

CONDITIONAL COMPENSATION:

The maximum amount payable under this Agreement is contingent and dependent on COUNTY's receipt of anticipated CHVP program funding; and subject to the Humboldt County Board of Supervisors' approval of DHHS-Public Health's budget expenditure for this Agreement for FY 2014/15 and FY 2015/16.

4. Except as modified herein, the Professional Services Agreement, dated May 5, 2015, shall remain in full force and effect.
5. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect and be deemed as an original, all of which taken together shall constitute one and the same instrument. Each counterpart and facsimile shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date and year above written.

COUNTY OF SISKIYOU HEALTH AND HUMAN SERVICES AGENCY,
PUBLIC HEALTH DIVISION:

 Michael N. Kobseff
 Chair, Board of Supervisors

 Date

ATTEST:

 Clerk, Board of Supervisors

 Date

APPROVED AS TO LEGAL FORM:

 Brian Morris, County Counsel

 Date

INSURANCE REQUIREMENTS REVIEWED AND APPROVED:

 Rose Ann Herrick, Risk Manager

 Date

APPROVED AS TO ACCOUNTING FORM:

Fund _____ Organization _____ Account _____

 Jennie Ebejer, Auditor-Controller

 Date

COUNTY OF HUMBOLDT:

Esther Pennell
Chair, Board of Supervisors

6/10/2015
Date

ATTEST:

An Marshall
Clerk, Board of Supervisors

6-10-2015
Date

INSURANCE REQUIREMENTS REVIEWED AND APPROVED:

Daniel G. Gull
Risk Manager

6/3/15
Date

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY –
PUBLIC HEALTH DIVISION**

This Agreement entered into this 1st day of July, 2014, by and between County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Siskiyou County Health and Human Services Agency – Public Health Division, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, the Patient Protection and Affordable Care Act of 2010 authorized the creation of the Maternal, Infant and Early Childhood Home Visiting Program (MIECHV) to promote and improve the health, development and well-being of at-risk children and families through evidence-based home visiting programs; and

WHEREAS, the California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division implemented MIECHV as the California Home Visiting Program (CHVP) in the State to: (1) provide leadership and coordinate maternal and early childhood systems and supports to advance local, state and federal efforts to improve the health and well-being of families in California; (2) cultivate strong communities; (3) promote maternal health and well-being; (4) improve infant and child health development; and (5) strengthen family functioning; and

WHEREAS, CHVP has identified the Nurse-Family Partnership (NFP) program for implementation in the State of California. NFP is an evidence-based, community health program designed to help first-time mothers achieve a healthy pregnancy and birth, and to learn about positive parenting. NFP program goals are: (1) to improve pregnancy outcomes by helping women engage in good preventive health practices, including early entry into prenatal care, improving their diet, and reducing their use of cigarettes, alcohol, and illegal substances; (2) to improve child health and development by helping parents provide responsible and competent care; and (3) to improve the economic self-sufficiency of the family by helping parents develop a vision for their own future, plan future pregnancies, continue their education, and find work; and

WHEREAS, the Humboldt County NFP program has been in existence since July 2009 and has demonstrated measurable successful outcomes; and

WHEREAS, COUNTY, through its Department of Health and Human Services – Public Health (DHHS – Public Health), has been designated to serve as the lead county for the Northcoast Tri-County Consortium with Siskiyou and Del Norte Counties.

WHEREAS, COUNTY will receive a CHVP allocation of Nine Hundred Eight Thousand Five Hundred Sixty Five Dollars (\$908,565) for Fiscal Year 2014-2015 for the Consortium upon state MCAH approval of the FY 14/15 Agreement Funding Application (AFA) and budget. The availability of MIECHV TITLE V funds is based upon funds appropriated in the State Budget of the most current fiscal year.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

- A. Services Provided by COUNTY. COUNTY will provide fiscal administration, program direction and implementation, oversight, supervision, data collection and reporting following the NFP and CHVP requirements and criteria per Exhibit A – CHVP Scope of Work, Exhibit B – Schedule of Services and Exhibit C – NFP Program Model Elements.
- B. Services Provided by CONTRACTOR. CONTRACTOR will provide home visiting services throughout Siskiyou County following the NFP and CHVP requirements and criteria per Exhibit A – CHVP Scope of Work, Exhibit B – Schedule of Services and Exhibit C – NFP Program Model Elements, which are attached hereto and incorporated herein by reference. In providing such services CONTRACTOR agrees to fully cooperate with the DHHS-Public Health Director or designee thereof, hereinafter referred to as “DIRECTOR.”
- C. Additional Services. No additional services shall be performed by CONTRACTOR without COUNTY’s prior written approval stating the dollar value of the services, the method of payment, and any adjustment in the term or other provisions of this Agreement. All such services are to be coordinated with COUNTY and the results of the work shall be monitored by DIRECTOR.

2. TERM:

The term of this Agreement begins July 1, 2014 and shall continue in full force and effect until June 30, 2015, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this Agreement, upon written notice, in the event that the other party materially defaults in performing any obligation under this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein.
- B. Without Cause. This Agreement may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Pursuant to Section 18 of Article XVI of the California Constitution, either party may terminate this Agreement in any fiscal year in which it is determined there is not sufficient funding to continue the services provided for herein.
- D. Compensation. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered under this Agreement through and including the effective date of such termination. However, this provision shall in no way limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement will be One Hundred Ninety Seven Thousand Seven Hundred Seventy Three Dollars (\$197,773) in FY 14/15. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to

exceed such maximum dollar amount. The specific rates and costs for the services to be performed hereunder shall be as set forth in Exhibit D – Schedule of Charges and Payments, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

- A. Payment Schedule. CONTRACTOR shall submit invoices itemizing all work completed to COUNTY on a quarterly basis. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. All payments for work performed will be made within thirty (30) days after the receipt of approved invoices. The specific requirements pertaining to invoicing shall be as set forth in Exhibit D – Schedule of Charges and Payments.
- B. Compliance with Invoicing Regulations. Reimbursement of invoices is subject to compliance with all local, state and federal requirements pertaining to CDPH MCAH related programs and adherence to all applicable regulations, policies and procedures. CONTRACTOR agrees to invoice actual and documented expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures Manual, including the ability to substantiate all funds claimed. The Policies and Procedures Manual can be accessed at: <http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalPoliciesandProceduresManual.aspx>.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, 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.

COUNTY: County of Humboldt
Department of Health and Human Services
Public Health Director
529 I Street
Eureka, California 95501

CONTRACTOR: Siskiyou County
Health and Human Services Agency
Public Health Division
810 South Main Street
Yreka, California 96097

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation Records. CONTRACTOR agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this Agreement, 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 work performed. In addition, CONTRACTOR shall maintain detailed payroll records.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONTRACTOR agrees to allow interviews of any of its employees who might reasonably have information related to such records.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.
- D. Provision of COUNTY Records. COUNTY agrees to provide, as permitted by law, reasonable access to any and all documents and information that are necessary to the performance of CONTRACTOR's duties under this Agreement.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor CONTRACTOR's activities related to this Agreement, including the right to review and monitor records, programs or procedures related to the services provided hereunder, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy or results of the services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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 Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement 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.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, neither party shall discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by local, state, and/or federal laws and regulations. Nothing in this provision shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. DRUG FREE WORKPLACE:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding.

15. INSURANCE REQUIREMENTS

- A. General Insurance Requirements. Without limiting the indemnification obligations provided for herein, each party shall maintain in full force and effect at its own expense: comprehensive or commercial general liability insurance; comprehensive automobile insurance; workers' compensation insurance; and comprehensive professional liability insurance.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Risk Management
825 5th Street, Room 131
Eureka, CA 95501

CONTRACTOR: Siskiyou County
Health and Human Services Agency
Public Health Division
810 South Main Street
Yreka, California 96097

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation or other leave benefits.

17. COMPLIANCE WITH LAWS:

Each party agrees to observe and comply with all applicable local, state, and federal laws and regulations. Each party further agrees to comply with all applicable local, state and federal licensure and certification requirements at all times during the term of this Agreement.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

21. NO WAIVER OF DEFAULT:

- A. General Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach or default of this Agreement. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. CONTRACTOR shall promptly refund any funds which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning this project submitted by CONTRACTOR to COUNTY shall become the property of COUNTY. However, CONTRACTOR may retain copies of such information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall provide copies of all writings and documents to COUNTY without exception or reservation.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California, and venue shall lie in County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

27. REFERENCE TO LAWS AND REGULATIONS:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONTRACTOR shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to DIRECTOR.

29. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under the terms of this Agreement. All subcontracts will be subject to all applicable provisions of this Agreement, and CONTRACTOR shall remain legally responsible for the performance of all work performed by third parties thereunder whether approved by COUNTY or not.

30. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by Humboldt County Counsel or Del Norte County Counsel) to be fixed by the court. Such recovery shall also include court costs and attorneys' fees on appeal. As used herein, the term "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

31. INTERPRETATION:

This Agreement shall be deemed to have been prepared equally by both of the parties hereto, and this Agreement as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. FORCE MAJEURE:

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. SURVIVAL OF PROVISIONS:

The duties and obligations set forth in Section 8 – Record Retention and Inspection, Section 10 – Confidential Information, Section 14 – Indemnification, Section 25 – Title to Information and Documents and Paragraph D of Section 3 – Termination shall survive termination, cancellation and expiration of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

To the extent that there is any conflict between the terms or conditions of this Agreement and the terms or conditions of any other agreements in place between COUNTY and CONTRACTOR, the terms of this Agreement shall prevail.

36. HIPAA BUSINESS ASSOCIATE AGREEMENT:

CONTRACTOR agrees to execute and adhere to the terms and conditions set forth in the “County of Humboldt HIPAA Business Associate Agreement,” which is attached hereto as Exhibit E and incorporated herein by reference.

37. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements of the parties.

38. AUTHORITY TO EXECUTE:

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

[SIGNATURE PAGE FOLLOWS]

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

SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – PUBLIC HEALTH DIVISION

Ed Valenzuela
Ed Valenzuela Date 3-10-15
Chair, Board of Supervisors

ATTEST:

Wendy Wing
Clerk, Board of Supervisors Date _____

APPROVED AS TO LEGAL FORM:

Brian Morris
Brian Morris, County Counsel Date 2-13-15

INSURANCE REQUIREMENTS REVIEWED AND APPROVED:

Rose Ann Herrick
Rose Ann Herrick, Risk Manager Date 3/4/15

APPROVED AS TO ACCOUNTING FORM:

2121 Fund 401015 Organization 552600 Account
Jennie Ebejer
Jennie Ebejer, Auditor-Controller Date 3/24/15

COUNTY OF HUMBOLDT:

Stella Kennell
Chair, Board of Supervisors Date 5-5-2015

ATTEST:

Ann Marshall
Clerk, Board of Supervisors Date 5-5-2015

APPROVED AS TO LEGAL FORM:

Scott A. Miles
County Counsel Date 4/22/15

INSURANCE REQUIREMENTS REVIEWED AND APPROVED:

Allyson F. De Fries
Risk Manager Date 4/15/2015

EXHIBIT A
CALIFORNIA HOME VISITING PROGRAM
Scope of Work – FY 2014/15

Agency: NC Consortium

Fiscal Year: 2014-2015

Agreement Number: 2014-12

AUTHORITY

The Patient Protection and Affordable Care Act of 2010 established the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program to provide an opportunity for collaboration and partnership at the federal, state, and community levels to improve outcomes for families who reside in at-risk communities through evidence-based home visiting programs.

The Local Health Jurisdiction (LHJ) agrees to provide the services presented in this Scope of Work (SOW) from the California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division in collaboration with the California Home Visiting Program Branch for implementation of the California Home Visiting Program (CHVP). The funded LHJ/Agency is referred to as "LHJ site" in this SOW. CHVP shall strive to develop collaborative community systems that protect and improve the health and developmental outcomes for California's pregnant women, parents, and families.

The purpose of the SOW is to provide parameters for implementing or expanding an existing Nurse-Family Partnership (NFP) or Healthy Families America (HFA) home visiting program in accordance with Federal MIECHV and State requirements to achieve positive outcomes for each of the following five goals:

1. Provide leadership and coordinate maternal and early childhood systems and supports to advance federal, state, and local efforts to improve the health and well-being of families in California
2. Cultivate strong communities
3. Promote maternal health and well-being
4. Improve infant and child health development
5. Strengthen family functioning

Each LHJ site shall assure program integrity and fidelity to their selected evidenced-based model. The site shall comply with the terms of this SOW and its attachments, including CHVP Operational Requirements, in their entirety. These requirements include, but are not limited to, fulfilling all deliverables associated with benchmark constructs, attending required meetings and trainings, using a version of the Efforts to Outcomes data system (referred herein as the "CHVP ETO data system") to measure outcomes, perform continuous quality improvement, enter and submit timely data, and complete other reports as required.

LHJ site agrees to abide by the Maintenance of Effort (MOE) as defined in the Affordable Care Act Section 295:

"Funds provided to an eligible entity receiving a grant shall supplement, and not supplant, funds from other sources for early childhood visitation programs or initiatives. The grantee must agree to maintain non-Federal funding (State General Funds) for grant activities at a level which is not less than expenditures for such activities as of the date of enactment of this legislation, March 23, 2010."

All activities in this SOW shall take place from receipt of funding beginning July 1, 2014 to June 30, 2015, contingent on availability of funds and spending authority.

The table below summarizes a list of reports due to CHVP. Specifics related to the contents of reports are described further in this SOW and located under *Evaluation/Performance Measure* of each objective.

Reporting	From	To	Due Date
First Progress Report	July 1, 2014	October 31, 2014	November 30, 2014
Second Progress Report	November 1, 2014	February 28, 2015	March 31, 2015
Third Progress Report	March 1, 2015	June 30, 2015	July 31, 2015

See the following pages for a detailed description of the services to be performed

Goal 1: Provide leadership and coordinate maternal and early childhood systems and supports to advance federal, state, and local efforts to improve the health and well-being of families in California.

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process, Short and/or Intermediate Measures	Short and/or Intermediate Outcome Measure(s)
MCAH DIRECTOR'S RESPONSIBILITIES				
1.1	The LHJ Maternal, Child and Adolescent Health (MCAH) Director and/or designee will provide oversight to the LHJ and/or its subcontractors with matters related to CHVP.	(.1) The MCAH Director or MCAH Coordinator of each of the tri-counties must be designated at minimum 0.05 (5%) Full Time Equivalent (FTE) on each of the LHJ CHVP budgets.	Submit organizational chart and budget with appropriate FTE in AFA Packet.	
		(.2) Provide informative advice, guidance, and assistance to LHJ site managers, supervisors, staff, and various non-profit and private entities on all matters related to the development, implementation, operation, administration, evaluation, and funding for CHVP.		
		(.3) Participate in activities to improve the local early childhood systems of services with specific emphases on enhancing cross-agency coordination, collaboration and communication; preventing duplication of services; addressing gaps in local services and supports; and integrating home visiting.		Complete all required CHVP surveys regarding change in systems of care.
		(.4) LHJ site shall hire and maintain sufficient staff to serve 100 clients and adhere to the specific evidence-based model guidelines.	Report staffing changes to CHVP.	Submit staffing changes in Progress Reports.
		(.5) Conduct an annual review of policies and procedures and update policies, procedures, or processes as needed	Provide a brief description of policies that have been revised or added. ²	Present to CHVP when requested at Site Visit
CULTURAL SENSITIVITY				
1.2	LHJ Site will implement home visiting programs using culturally sensitive home visiting practices.	(.1) LHJ staff will participate in trainings or educational opportunities designed to enhance cultural sensitivity by utilizing cultural sensitivity trainings via webinars and/or attending trainings.	Maintain a training log which includes topic, trainer, and list of attendees.	Present to CHVP when requested at Site Visit.

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.2		(.2) Staffing should reflect the diverse cultures and languages of the LHJ population being served. When possible hire staff that reflect the culture and speak the language of clients. (.3) Use culturally sensitive materials and translation services when necessary.		Observe at Site Visit.
NFP AND HFA CORE TRAINING				
1.3	LHJ site will ensure staff completes required NFP or HFA core trainings.	(.1) LHJ site shall ensure that home visiting staff is trained in appropriate curricula, assessment tools and other items as needed. ³	Maintain a training log which includes topic, trainer, and list of attendees.	Present to CHVP when requested at Site Visit.
CASELOAD REQUIREMENTS				
1.4	NFP and HFA Sites: 100 families will be enrolled within 15 months of program implementation and maintained throughout the duration of the program.	(.1) LHJ site shall receive referrals from appropriate agencies and triage as appropriate to meet the required enrollment number of families. ⁴	Maintain an outreach log which includes program contacted, method, materials used and date of contract.	Present to CHVP when requested at Site Visit.
PROGRAM FIDELITY AND QUALITY ASSURANCE				
1.5	LHJ site will ensure CHVP and NFP/HFA program fidelity.	(.1) LHJ site supervisor will manage staff activities using reflective supervision based on NFP and HFA model requirements.		Observe at Site Visit.
PARTICIPATION IN EXTERNAL EVALUATION				
1.6	MIECHV Competitive Grant recipients (Merced County, Fresno County, Sacramento County, Los Angeles County, Nevada County, Stanislaus County, San Mateo County, and Solano County) will work with the CHVP external evaluator and ensure that all data are provided as requested.	(.1) Ensure all MIECHV staff cooperate and participate in external evaluation activities including: interviews, facilitating evaluator site visits, assisting in client participation, and all other meetings and/or calls/webinars/contacts associated with the external evaluation.	Program staff participated in all external evaluation activities as needed.	
1.7	Sites selected to participate in MIHOPE (Mother and Infant Home Visiting Program Evaluation), the	(.1) Ensure all MIHOPE staff cooperate and participate in external evaluation activities including: interviews, randomization, client	Program staff participated in all external evaluation activities as needed.	

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
DATA COLLECTION REQUIREMENTS				
1.8	national evaluation for MIECHV, will work with the MIHOPE external evaluators and ensure all operational procedures, data, and interviews are satisfied as requested. Collect participant information and outcome data using the model and CHVP-required forms through self-report and observation at each of the defined time intervals.	enrollment in the evaluation, facilitating evaluator site visits, assisting in client participation, and all other meetings and/or calls/webinars/contacts associated with the external evaluation.	Review data system reports and discuss during regularly scheduled Continuous Quality Improvement (CQI) conference calls.	Present to CHVP when requested at Site Visit
1.9	Collect all information that will contribute to the 35 constructs that comprise the six federally-mandated benchmark domains and additional evaluation measures specified by CHVP.	(.1) LHJ sites will use model required data forms and processes as defined in the model specific data collection requirements for NFP or HFA. (.2) Appropriate LHJ staff shall collect and enter the data defined in the <i>NFP or HFA ETO User Manual</i> into the secure ETO data system within seven working days of the client visit and as required by NFP or HFA. (.3) Staff shall verify the accuracy and completeness of data input into the CHVP and NFP ETO systems. (.1) LHJ sites will use CHVP required data forms and processes as defined in the <i>CHVP Data Collection Manual</i> (.2) Appropriate LHJ staff will collect and enter the data defined in the <i>CHVP ETO User Manual</i> into the secure ETO data system on an ongoing basis and as required by CHVP. (.3) Staff will verify the accuracy and completeness of data input into the CHVP and NFP ETO data systems. Supervisor and/or peer will audit 10% of all current charts quarterly. (.4) Supervisors will use CHVP-created reports as they become available in the ETO Data System for the purposes of data cleaning, Continuous Quality Improvement, and for program management. Sites may periodically be required to run reports	Retain audit documentation for review at site visits.	

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.10	Assure CQI process is in place at LHJ and coordinate efforts with CHVP.	<p>as directed by the QA Team.</p> <p>(.1) Perform model-specific and CHVP-directed CQI activities. Update LHJ site-specific CQI plan based on guidelines in the CHVP Policies and Procedure Manual.</p> <p>(.2) Identify priority program or evaluation areas for focus in CQI teleconferences; also identify strengths and best practices and create action steps for CQI. Participate in CQI teleconferences with CHVP QA team. Discuss ongoing internal CQI process</p> <p>(.3) Coordinate communication of quality assurance/improvement activities between the LHJ program and Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.</p>	<p>Identify and report action steps to address priority areas and ongoing internal CQI process.</p> <p>On CQI calls, discuss highlights of CAB or other community group discussions related to CQI including recommendations and outcomes.</p>	<p>Submit in second Progress Report.</p>

Goal 2: Cultivate strong communities.

The federally required benchmarks and constructs corresponding to Goal 2 include:
 Improvement in the coordination and referrals for other community resources and supports; number of families identified for necessary services; number and percentage of families that required services and received a referral to available community resources; number of completed referrals; number of Memoranda of Understanding or other formal agreements with other social service agencies in the community; number of agencies with which the home visiting provider has a clear point of contact in the collaborating community agency [that] includes regular sharing of information between agencies

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
COMMUNITY ADVISORY BOARD				
2.1	LHJ site will maintain a Community Advisory Board (CAB)	(.1) Maintain CAB activities including: <ul style="list-style-type: none"> Recruitment of members and active participation Quarterly meetings Meeting minutes NFP – refer to Model Element 17 HFA – refer to Self-Assessment Tool, Governance and Administration (GA) -1 CAB will assist in informing program operation, quality assurance/improvement, child and family advocacy, and public awareness of home visiting. CAB will assist with efforts to improve systems integration, interagency coordination, information sharing, and referral systems. 	Maintain a list of current CAB members	Submit first Progress Report in July.
INCREASE FORMAL AGREEMENTS				
2.2	LHJ site will increase or enhance the number of formal agreements, informal written agreements, and/or Memorandums of Understanding (MOUs) with other local social service agencies in the community.	(.1) Develop community partnerships and facilitate coordination and integration of services among MCAH and other community programs/services (.2) Develop and/or maintain formal agreements, informal written agreements (e.g. letters of support) and/or MOUs with community agencies and other service providers.	Maintain an outreach log which includes program contacted, method, materials used and date of contract.	Present to CHVP when requested at Site Visit. Respond to CHVP Service Provider survey regarding MOUs and other agreements.

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.3	LHJ site will increase the number of collaborating community agencies with whom they have a clear point of contact.	(.1) Develop collaborative relationships with local service agencies and hospitals in the community to create and maintain ties. (.2) LHJ site will develop a clear point of contact (person/s) with collaborating community agencies for purposes of making warm referrals by phone or in person on a participant's behalf. (.3) Educate the community about CHVP services.	Maintain an outreach log which includes program contacted, method, materials used and date of contract. Maintain training log	Respond to CHVP Service Provider Survey regarding agencies with which you have warm referral relationships. Present to CHVP when requested at Site Visit.
2.4	Clients will access services and resources in their community for each identified need through a referral process.	(.1) Home Visitor will make appropriate referrals and LHJ will develop a process to ensure follow-up to pending referrals are completed. Train staff to follow-up on referrals made to clients. (.2) Maintain access to, or develop an updated directory of, community referral resources and services.	Maintain a current referral resources and services directory.	Observe at Site Visit. Present to CHVP when requested at Site Visit.

Goal 3: Promote Maternal Health And Well-being.

The federally required benchmarks and constructs corresponding to Goal 3 include:
Improved Maternal and Newborn Health - Prenatal care; Parental use of alcohol, tobacco, or illicit drugs; Preconception care; Inter-birth intervals; Screening for maternal depressive symptoms; Breastfeeding; Well-child visits; Maternal and child health insurance status

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
INCREASE NUMBER OF WOMEN RECEIVING PRENATAL CARE				
3.1	Increase the number of women who receive prenatal care as a result of participating in CHVP.	(.1) Educate and reinforce the importance of early and adequate prenatal care.	Clients are provided education and referral.	Observed at Site Visit.
		(.2) Identify and address barriers to keeping prenatal appointments.	Identify and explore solutions to emerging barriers.	Update in Progress Report.
INCREASE MATERNAL ACCESS TO HEALTH INSURANCE				
3.2	Increase the number of women with health insurance during pregnancy and postpartum.	(.1) Provide information and referrals to clients on how to access health insurance and the benefits of health care coverage.	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.
		(.2) Collaborate with local programs to decrease barriers to accessing healthcare insurance.	Identify and explore solutions to emerging barriers.	Update in Progress Report.
DECREASE NUMBER OF MATERNAL EMERGENCY DEPARTMENT (ED) VISITS				
3.3	Decrease non-emergency use of Hospital Emergency Departments (ED).	(.1) Educate families on appropriate use of EDs and patient centered medical homes for their own routine care.	Clients are provided education and referral.	Observed at Site Visit.
		DECREASE MATERNAL USE OF ALCOHOL, TOBACCO AND ILLICIT DRUGS		
3.4	Decrease or stop maternal use of alcohol, tobacco, and illicit drugs during pregnancy and postpartum.	(.1) Assess mother for alcohol, tobacco, and illicit drug use during pregnancy and postpartum; provide information and referrals to counseling as appropriate.	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.
		DECREASE THE NUMBER OF WOMEN WITH SUBSEQUENT PREGNANCY WITHIN 18 MONTHS		
3.5	Decrease the number of women with a subsequent pregnancy within 18 months postpartum and increase the number of women using contraception up to 12 or more months postpartum.	(.1) Assist clients in reproductive life planning.	Clients are provided education and referral.	Observed at Site Visit.

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	Short and/or Intermediate Outcome Measure(s)
INCREASE THE NUMBER OF WOMEN SCREENED FOR MATERIAL DEPRESSION AND PARENTAL STRESS				
3.6	Increase the number of women screened for maternal depression and parental stress; increase the number referred for services.	(.1) Educate women on the signs and symptoms of maternal depression and stress.	Clients are provided education and referral.	Observed at Site Visit.
INCREASE BREASTFEEDING INITIATION, EXCLUSIVITY, AND DURATION				
3.7	Increase the number of prenatally enrolled women initiating breastfeeding; increase exclusive breastfeeding up to 6 months of age; and increase the duration of the breastfeeding period in the first year of life.	(.1) Encourage and support breastfeeding: <ul style="list-style-type: none"> • Educate women on the importance of initiating breastfeeding and continuing through one year postpartum. • Educate and support women on the importance of exclusive breastfeeding for at least 6 months. • Refer to breastfeeding and lactation support when appropriate (WIC Peer Counseling Program or other local resource). 	Processes in place to ensure client is provided education and support.	Observed at Site Visit.
INCREASE NUMBER OF WOMEN RECEIVING POSTPARTUM APPOINTMENTS WITHIN 6 WEEKS				
3.8	Increase number of women who have a postpartum visit within 6 weeks.	(.1) Educate women regarding the importance of a postpartum visit. (.2) Make an appropriate referral to women in need of postpartum care.	Clients are provided education. Maintain a current referral resources and services directory.	Observed at Site Visit. Present to CHVP when requested at Site Visit

Goal 4: Improve Infant and Child Health and Development

The federally required benchmarks and constructs corresponding to Goal 4 include:

Improved Maternal and Newborn Health

Prenatal care; Parental use of alcohol, tobacco, or illicit drugs; Preconception care; Inter-birth intervals; Screening for maternal depressive symptoms; Breastfeeding; Well-child visits; Maternal and child health insurance status

Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits

Visits for children to the emergency department from all causes; Visits of mothers to the emergency department from all causes; Information provided or training of participants on prevention of child injuries; Incidence of child injuries requiring medical treatment; reported suspected maltreatment for children in the program; Reported substantiated maltreatment for children in the program; First-time victims of maltreatment for children in the program.

Improvements in School Readiness and Achievement

Parent support for children's learning and development; Parent knowledge of child development and of their child's developmental progress, Parenting behaviors and parent-child relationship; Parent emotional well-being or parenting stress; Child's communication, language and emergent literacy; Child's general cognitive skills

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
INCREASE THE NUMBER OF CHILDREN WITH HEALTH INSURANCE				
4.1	Increase number of children who have health insurance continuously through two years of age.	(.1) As needed, assist parents in the referral and application process for low cost/no cost health insurance programs for their children. ⁴	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.
DECREASE THE NUMBER OF EMERGENCY DEPARTMENT (ED) VISITS FOR CHILDREN				
4.2	Increase parental awareness on appropriate use of Emergency Department (ED) visits for children.	(.1) Educate parents on appropriate use of ED and help establish a medical home for their child's routine care.	Clients are provided education.	Update in Progress Report.
INCREASE THE NUMBER OF CHILDREN RECEIVING ALL AAP RECOMMENDED WELL-CHILD VISITS				
4.3	Increase the number of children who receive all recommended well-child visits from 0-2 years.	(.1) Assist families in understanding the importance of well-child visits and immunizations. Support parents to adhere to scheduled well-child visits.	Clients are provided education.	Observed at Site Visit.
PROMOTE CHILD SAFETY AND INJURY PREVENTION				
4.4	Decrease the incidence of child injuries requiring medical treatment.	(.1) Educate and support families in child injury prevention. ⁵	Clients are provided education.	Observed at Site Visit.
CHILD ABUSE AND NEGLECT PREVENTION				

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process, Short and/or Intermediate Measures	Short and/or Intermediate Outcome Measure(s)
4.5	Prevent child abuse and neglect.	(.1) Provide resources to parents to prevent child abuse.	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.
		(.2) Provide support for appropriate parenting skills and refer to parenting classes, counseling, or other support resources.	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.
		(.3) Provide emotional support to the family.		Observed at Site Visit.
		(.4) Look for signs of child abuse and/or neglect through observation at each home visit and report suspected abuse.		Observed at Site Visit.

Goal 5: Strengthen family functioning
 The federally required benchmarks and constructs corresponding to Goal 5 include:
Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits
 Visits for children to the ED from all causes; Visits of mothers to the ED from all causes; Information provided or training of participants on prevention of child injuries; Incidence of child injuries requiring medical treatment; Reported suspected maltreatment for child in the program; Reported substantiated maltreatment for children in the program; First-time victims of maltreatment for child in the program.
Improvements in School Readiness and Achievement
 Parent support for children's learning and development; Parent knowledge of child development and of their children's developmental progress; Parenting behaviors and parent-child relationship; Parent emotional well-being or parenting stress; Child's communication, language and emergent literacy; Child's general cognitive skills.
Domestic Violence
 Screening for domestic violence; Of families identified for the presence of domestic violence, number of referrals made to relevant domestic violence services; Of families identified for the presence of domestic violence, number of families for which a safety plan was completed.
Family Economic Self-Sufficiency
 Household income and benefits; Employment or Education of adult members of the household; Health insurance status.

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process, Short and/or Intermediate Measures (Reporting Method In Red)	Short and/or Intermediate Outcome Measure(s)
INTEGRATE THE FIVE PROTECTIVE FACTORS OF STRENGTHENING FAMILIES				
5.1	Increase family strengths, enhance child development and reduce child abuse and neglect by integrating the Five Protective Factors of Strengthening Families.	(.1) LHJ site will integrate the Strengthening Families framework into the home visiting program and also incorporate the framework into their local Policies and Procedures. ⁶		Progress Report
INCREASE SCHOOL READINESS				
5.2	Parents will increase support of their child's learning and development and have an improved relationship with their child.	(.1) Assist families in improving the quality of the child's home environment.		Observed at Site Visit.
IDENTIFY AND SUPPORT CHILDREN WITH SOCIAL, EMOTIONAL, COGNITIVE AND PHYSICAL DEVELOPMENT NEEDS				
5.3	Parents will identify and support their children's social, emotional, cognitive and physical development needs	(.1) Administer CHVP-required tools related to school readiness / strengthening families (see Attachment D for data collection times):		Progress Report

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet the Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Reporting Method In Red)	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
		1. HOME Inventory 2. ASQ-3 3. ASQ-SE (.2) Make appropriate referrals for developmental evaluation or services based on HOME Inventory, ASQ 3, or ASQ-SE. Develop policies, procedures or a process for referring and follow-up	Policies, procedures or a process for referring and follow-up on referrals were developed.	Present to CHVP when requested at Site Visit
INCREASE DOMESTIC VIOLENCE (DV) AWARENESS				
5.4	Increase support for women to have healthy and safe relationships.	(.1) Participate in trainings on DV awareness. Develop policies and procedures for screening, referral and follow-up?	Maintain a training log which includes topic, trainer, and list of attendees Policies and procedures developed?	Present to CHVP when requested at Site Visit
		(.2) Home Visitor will discuss healthy relationships, safety, and reproductive coercion.		Observed at Site Visit.
		(.3) The home visitor will screen for relationship related issues and DV using the Women's Experience with Battering (WEB) tool (see Attachment D for data collection times).		Observed at Site Visit.
		(.4) If women screen positive on the WEB or they self-disclose DV, home visitor will assist women with the creation of a safety plan. Revisit/update the plan as needed.		Observed at Site Visit.
		(.5) The home visitor will refer women to DV services and follow-up as needed.	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Reporting Method In Red)	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
IMPROVING INCOME, EMPLOYMENT, AND EDUCATIONAL STATUS OF CLIENTS				
5.5	Increase the number of women improving employment status or educational attainment.	(.1) Assist women in identifying their educational and employment goals; provide support in achieving goals.		
5.6	Increase the number of women whose income increases.	(.1) Assist women in developing an economic self-sufficiency plan. Refer to community resources, job training, and employment events.	Maintain a current referral resources and services directory.	Present to CHVP when requested at Site Visit.

NOTES

1. The MCAH Director may designate the MCAH Coordinator as the central point of contact for CHVP program-related administration. In this case, the MCAH Director must maintain a minimum of .05 FTE. The total FTE for both the Director and Coordinator must total .15 FTE.
2. LHJ policies and procedures will be made available to CHVP upon request.

3. NFP Model

- Partners in Parenting Education (PIPE)
- Dyadic Assessment of Naturalistic Caregiver-Child Experiences (DANCE)
- Nursing Child Assessment Satellite Training (NCAST)
 - Keys to Caregiving
 - How to Promote Good Sleep Habits Parent Booklets
 - Beginning Rhythms Manual
 - Personal Environmental Assessments
 - Difficult Life Circumstance
 - Network Survey
 - Community Life Skills Scale
- Ages and Stages Questionnaire (ASQ)
- Home Observation and Measurement of the Environment (HOME) Inventory
- Women's Experience of Battering (WEB)
- Any other CHVP required trainings to be announced via program letters.

HFA Model

- Partners for a Healthy Baby
 - Ages and Stages Questionnaire (ASQ)
 - Kempe Family Stress Checklist
 - Home Observation and Measurement of the Environment (HOME) Inventory
 - Women's Experience of Battering (WEB)
- Any other CHVP required trainings to be announced via program letters.

4. Link to State Injury Prevention Website: Safe and Active Communities (SAC) Branch:
<http://www.cdph.ca.gov/programs/SACB/Pages/default.aspx>

5. www.strengtheningfamilies.net LHJ site will utilize the resources and training provided by Strategies for TA regarding Strengthening Families.

Exhibit B
Schedule of Services
Siskiyou County
Fiscal Year 2014/2015 California Home Visiting Agreement

Under the terms of the California Home Visiting Professional Services Agreement dated this ____ day of _____, 2014, the parties agree to the following:

1. PROGRAM DUTIES:

- A. CONTRACTOR shall serve up to twenty five (25) new clients during the course of 2014/2015 Fiscal Year. CONTRACTOR shall assure program integrity and fidelity in accordance with the evidence-based Nurse-Family Partnership (NFP) model. CONTRACTOR shall act in accordance with, and meet, all California Home Visiting Program (CHVP) requirements and guidelines.
- B. CONTRACTOR shall provide home visiting services throughout Siskiyou County as set forth herein and in Exhibit A – CHVP Scope of Work.
- C. CONTRACTOR shall have nine (9) months following the Nurse Home Visitor's completion of NFP Core Training – Unit 2 to reach a full caseload of twenty (20) to twenty five (25) unduplicated clients for each full-time Public Health Nurse (PHN) Home Visitor and must maintain full caseloads at all times thereafter.
- D. CONTRACTOR shall provide home visits on a schedule specified by the NFP.
- E. If a PHN Home Visitor position becomes vacant, CONTRACTOR shall recruit a replacement PHN within two (2) months.

2. STAFFING REQUIREMENTS:

CONTRACTOR shall provide personnel sufficient to deliver the services required under this Agreement to no more than twenty five (25) new clients. CONTRACTOR shall maintain at all times trained staff that understand the proper procedures for maintaining confidential information. Staffing for the NFP program shall at minimum include the following positions and their full-time equivalents (FTE), as set forth herein:

- A. PHN Home Visitor – 1.00 FTE. CONTRACTOR's PHN Home Visitor shall provide home visiting services through the NFP program and to build a caseload of twenty (20) to twenty five (25) clients in nine (9) months. The PHN Home Visitor will report to the Humboldt County NFP Supervisor and to the Siskiyou County Maternal, Child and Adolescent Health (MCAH) Director for oversight.
- B. PHN Home Visitor – 0.05 FTE. Contractor's PHN Home Visitor shall provide home visiting services through the NFP program and to build a caseload of two (2) clients in three (3) months. This home visitor position is augmented .65 FTE with Siskiyou County Public Health funds and private Ford Family Foundation funds (FFF) using the NFP model for a total caseload of 17 clients maximum (2 funded with NFP and 15 funded from Siskiyou County Public Health and FFF funds). The PHN Home Visitor will report to the Humboldt County

NFP Supervisor and to the Siskiyou County Maternal, Child and Adolescent Health (MCAH) Director for oversight.

- C. MCAH Coordinator – 0.05 FTE: CONTRACTOR'S MCAH Coordinator shall support program implementation and oversight. CONTRACTOR's MCAH Coordinator will participate in the CHVP scope of work and develop a strong network of community services; address gaps in local services and supports; enhance cross agency coordination, collaboration and communication.
- D. Health Assistant I – 0.50 FTE: CONTRACTOR's Health Assistant shall provide program support to both the MCAH Director and the PHN Home Visitor. The Health Assistant will report to CONTRACTOR's MCAH Director for oversight.

3. OPERATIONAL AND TRANSPORTATION REQUIREMENTS:

CONTRACTOR shall provide the following supplies and transportation at their own cost, and will submit expenses for quarterly reimbursement as allowed by Exhibit D – Schedule of Fees and Charges.

- A. All training, program supplies and client materials as indicated by the National Service Organization for NFP (NSO/NFP).
- B. All office space, supplies and equipment, including, but not limited to, computers with accompanying software, deemed necessary for implementation and continued operation of the program.
- C. A county car for use by CONTRACTOR's PHN Home Visitor.
- D. All transportation and lodging associated with program trainings and meetings.

4. TRAINING REQUIREMENTS:

CONTRACTOR's staff shall participate in training as identified in the NSO/NFP curriculum and on the CHVP website: <http://www.cdph.ca.gov/programs/mcah/Pages/HVP-HomePage.aspx>. CONTRACTOR may attend additional training that is deemed necessary to support the CONTRACTOR's PHN Home Visitor's knowledge base with prior approval by the Humboldt County NFP Supervisor.

5. PROGRAM REFERRAL AND ENROLLMENT REQUIREMENTS:

- A. Client Eligibility. NFP is completely voluntary and all services will be offered to participants free of charge. Participants are eligible to receive program services from pregnancy up to the time their child turns two (2) years old.
- B. Client Referrals. Pregnant women will be referred to NFP through their local health care provider/agency, by other community partners or by self-referral. All referrals will be forwarded to CONTRACTOR's NFP program for services and enrollment. CONTRACTOR will review the referral for appropriate criteria and data will be entered into the NFP Efforts to Outcomes referral system. CONTRACTOR will assign all referrals to the appropriate site for ongoing services.

- C. Client Enrollment. CONTRACTOR shall assess and enroll eligible women for NFP services and shall link non-qualifying referred women and/or women referred after the program has reached full capacity to other community resources. Questions regarding program eligibility will be addressed by Humboldt County NFP Supervisor.
- D. Identification of Eligible Clients. CONTRACTOR shall assist with conducting outreach activities to at-risk groups and areas and other service providers to ensure that eligible clients are identified and referred to NFP.
- E. Interagency Cooperation. CONTRACTOR will develop, enter into and maintain memoranda of understanding, letters of support or other agreements with community agencies and other service providers as needed to facilitate client referrals. CONTRACTOR and COUNTY shall facilitate coordination and integration of services throughout Siskiyou County including government agencies and other community programs/services. CONTRACTOR will develop a clear point of contact with collaborating agencies and share information on a regular basis as it relates to outreach, referrals, enrollment, and care coordination.

6. PROGRAM IMPLEMENTATION AND OUTREACH:

- A. CONTRACTOR's implementation responsibilities shall include, without limitation:
 - 1. Collaboration with COUNTY's MCAH Program Director and/or Public Health Director of Nursing or designee to develop an Administrative Plan that sets forth the administrative activities associated with CHVP implementation including:
 - a. All required pre-implementation activities, including obtaining certification affiliation if needed, recruiting, hiring, orienting and training staff, as well as obtaining equipment, training materials and developing infrastructure support to ensure program success;
 - b. The target dates for completion of each activity and strategies for reaching goals; and
 - c. The Names and contact information for the staff responsible for completing each activity.
 - 2. Collaboration with COUNTY's MCAH Director and Public Health Director of Nursing or designee to develop a strong network of community services which:
 - a. Address gaps in local services and supports;
 - b. Enhance cross agency coordination, collaboration and communication;
 - c. Integrate home visiting services for children and families; and
 - d. Prevent duplication of services.
 - 3. Participation in Continuous Quality Improvement (CQI) calls every other month with state CHVP staff.

4. Conducting three (3) COUNTY approved media releases per year to promote the program.
 5. Conducting outreach activities at least once per quarter to support program referrals.
- B. CONTRACTOR's outreach activities shall include, without limitation:
1. Regular contact with OB/Gyn providers.
 2. Participation in bimonthly CQI calls with state CHVP staff.
 3. Attending COUNTY meetings and conference calls to ensure compliance tracking.
- C. CONTRACTOR's and COUNTY's MCAH Directors and/or Public Health Director of Nursing will work cooperatively to further the state's effort to build a high quality comprehensive and coordinated statewide early childhood system.
- D. CONTRACTOR in conjunction with COUNTY's Public Health Director of Nursing, MCAH NFP Supervisor and/or MCAH Director will identify a Community Advisory Board (CAB). CONTRACTOR's MCAH Director and/or Coordinator and COUNTY's NFP Supervisor, MCAH Director and/or Director of Public Health Nursing will oversee the CAB. CAB activities shall include:
1. Holding semiannual CAB meetings (the first CAB meeting must occur within six months from beginning of fiscal year).
 2. Maintaining meeting minutes and attendance records, including, but not limited to, sign-in sheets.
 3. Providing CAB membership lists to CHVP upon request.
 4. Assisting in the provision of information pertaining to program operation and implementation, quality assurance/improvement, child and family advocacy and public awareness regarding home visiting.
 5. Establishing and/or improving care and referral systems, interagency coordination and information sharing.

Exhibit C

Nurse-Family Partnership Model Elements

Following are the key elements of the NFP program. Humboldt County Nurse-Family Partnership is in compliance with all of these model elements.

Clients

- Element 1: Client participates voluntarily in the Nurse-Family Partnership program.
- Element 2: Client is a first-time mother.
- Element 3: Client meets low-income criteria at intake.
- Element 4: Client is enrolled in the program early in her pregnancy and receives her first home visit by no later than the end of week 28 of pregnancy.

Intervention context

- Element 5: Client is visited one-to-one, one nurse home visitor to one first-time mother or family.
- Element 6: Client is visited in her home.
- Element 7: Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the current Nurse-Family Partnership guidelines.

Expectations of the nurses and supervisors

- Element 8: Nurse home visitors and nurse supervisors are registered professional nurses with a minimum of a baccalaureate degree in nursing.
- Element 9: Nurse home visitors and nurse supervisors complete core educational sessions required by the Nurse-Family Partnership National Service Office and deliver the intervention with fidelity to the Nurse-Family Partnership model.

Application of the intervention

- Element 10: Nurse home visitors, using professional knowledge, judgment, and skill, apply the Nurse-Family Partnership visit guidelines, individualizing them to the strengths and challenges of each family and apportioning time across defined program domains.
- Element 11: Nurse home visitors apply the theoretical framework that underpins the program, emphasizing self-efficacy, human ecology, and attachment theories, through current clinical methods.
- Element 12: A full-time nurse home visitor carries a caseload of no more than 25 active clients.

Exhibit C
Nurse-Family Partnership Model Elements

Reflection and clinical supervision

- Element 13: A full-time nurse supervisor provides supervision to no more than eight individual nurse home visitors.
- Element 14: Nurse supervisors provide nurse home visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the nurse home visitor role through specific supervisory activities including one-to-one clinical supervision, case conferences, team meetings, and field supervision.

Program monitoring and use of data

- Element 15: Nurse home visitors and nurse supervisors collect data as specified by the Nurse-Family Partnership National Service Office and use Nurse-Family Partnership reports to guide their practice, assess and guide program implementation, inform clinical supervision, enhance program quality, and demonstrate program fidelity.

Agency

- Element 16: A Nurse-Family Partnership Implementing Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.
- Element 17: A Nurse-Family Partnership Implementing Agency convenes a long-term community advisory board that meets at least quarterly to promote a community support system to the program and to promote program quality and sustainability.
- Element 18: Adequate support and structure shall be in place to support nurse home visitors and nurse supervisors to implement the program and to assure that data are accurately entered into the database in a timely manner.

Exhibit D
Schedule of Charges and Payments
Siskiyou County
FY 14/15

1. CONDITIONAL COMPENSATION:

The maximum amount payable under this Agreement is contingent and dependent on COUNTY's receipt of anticipated CHVP program funding; and subject to the Humboldt County Board of Supervisors' approval of DHHS-Public Health's budget expenditure for this Agreement for FY 14/15.

2. TRAVEL REIMBURSEMENT:

Travel/mileage reimbursement shall not exceed the IRS reimbursement rate.

3. EQUIPMENT PURCHASES:

Any equipment purchased with funds under this Agreement shall remain the property of CDPH MCAH/CHVP pursuant to Grant Agreement No. 2014-12.

4. BILLING AND PAYMENT:

- A. Expense Categories (Personnel/Operating Expenses) within the budgets may be increased or decreased by using funds from other expense categories by no more than 10% of their original amounts. CONTRACTOR shall submit a written explanation of the need for any adjustments to the MCAH Director and/or Coordinator. COUNTY reserves the right to deny any such change on any line item.
- B. CONTRACTOR shall invoice COUNTY quarterly for services rendered to date. Each invoice shall state the amount of salaries and program expenses being billed. Payment shall be approved after approval by COUNTY's MCAH Director and/or Coordinator of invoice and any required documentation/reports required for that period.
- C. Invoices to be received quarterly no later than 15 days following the quarter of report, as follows:
- Quarter 1: July through September 2014. Invoice due to COUNTY no later than October 15, 2014.
 - Quarter 2: October through December 2014. Invoice due to COUNTY no later than January 15, 2015.
 - Quarter 3: January through March 2015. Invoice due to COUNTY no later than April 15, 2015.
 - Quarter 4: April through June 2015. Invoice due to COUNTY no later than July 15, 2015.

Exhibit D
Schedule of Charges and Payments
Siskiyou County
FY 14/15

- D. COUNTY shall review the billing and notify CONTRACTOR within fifteen (15) working days if an individual item or group of costs is being questioned.
- E. CONTRACTOR has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing. To expedite payment, CONTRACTOR shall reference the Resolution Number assigned to their Agreement on the invoices.
- F. CONTRACTOR shall submit invoices to:

County of Humboldt
Department of Health and Human Services
Public Health
529 I Street
Eureka, CA 95501

Exhibit D
Schedule of Charges and Payments
Siskiyou County
FY 14/15

Program Budget F/Y 2014/15	%FTE	Annual Salary	Contract Wages
Personnel:			
MCAH Coordinator	5.0%	52,817	2,641
PHN Nurse Home Visitor	100.0%	74,718	74,718
PHN Nurse Home Visitor	7.14%	36,332	2,595
Health Assistant I	50.0%	25,383	12,692
Total Salary		189,250	92,646
Total Benefits		90,764	46,267
PERSONNEL TOTAL			138,913
Operating Expenses:			
Travel			13,027
Training			2,500
Educational Materials			3,500
Program supplies			2,300
Office Supplies			3,500
Office Equipment			2,500
OPERATING EXPENSE TOTAL			27,327
Indirect Costs			31,533
INDIRECT COST TOTAL			31,533
GRAND TOTAL F/Y 2014/15			\$197,773

EXHIBIT E
COUNTY OF HUMBOLDT
HIPAA BUSINESS ASSOCIATE AGREEMENT

Recitals:

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R") and contained in this Agreement.

The parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to

a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents

or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.

- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS

ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates hereinafter indicated.

SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – PUBLIC HEALTH DIVISION:

By: Ed Valenzuela Date: 3-17-15
Ed Valenzuela
Chair, Board of Supervisors

ATTEST:
COLLEEN SETZER
County Clerk & Ex-Officio
Clerk of the Board

COUNTY OF HUMBOLDT:

By: Estelle Fennell Date: 5-5-2015
Estelle Fennell ^{EF/AM}
Chair, Board of Supervisors

By: Wendy Dijk
Deputy