

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY**  
**AND**  
**THE COUNTY OF ORANGE HEALTH CARE AGENCY**  
**AND**  
**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**FOR**  
**THE PROVISION OF EARLY CHILDHOOD SYSTEM OF CARE SERVICES FOR**  
**CHILDREN ENTERING THE CHILD WELFARE SYSTEM**

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, a political subdivision of the State of California, acting through its Social Services Agency, hereinafter referred to as “SSA,” and its Health Care Agency, hereinafter referred to as “HCA,” and the Children and Families Commission of Orange County, a public body and legal public entity, hereinafter referred to as “CFCOC.” This MOU contains program content and purpose along with specific guidelines for the administration of Early Childhood System of Care (ECSOC) services to be provided to children ages birth (0) through five (5) years who are entering the child welfare system.

SSA, HCA, and CFCOC may be referred to individually as “Party” and collectively as “the Parties.” The County of Orange may be referred to as “COUNTY.” The relationship between COUNTY and CFCOC, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to Orange County Board of Supervisors Resolution Number 00-354 and CFCOC Resolution Number *14-010 C&FC*.
2. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature enacted the California Children and Families Act of 1998, Health and Safety Code Section 130100, et seq. (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998. The Act established the California Children and Families Commission and County Children and Families Commissions, including CFCOC. As required by the Act, CFCOC adopted a Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children, ages birth (0) through five (5) years, which plan hereafter may be amended, updated and/or revised (“Strategic Plan”). CFCOC provides for supportive services to families with children ages birth (0) through five (5) years who are at risk of abuse and neglect, to enable the children to enter school ready to learn.

3. SSA funds the provision of family support services to county residents with the goal of preventing child abuse and neglect, and enabling children to reside with their own families. SSA is responsible for the care, case planning, and supervision of the children who enter the child welfare system in Orange County.
4. HCA is dedicated to protecting and promoting the optimal health of individuals, families, and our diverse communities through partnerships, community leadership, assessment of community needs, planning and policy development, prevention and education, and quality services.
5. ECSOC enables SSA, HCA, and CFCOC to work together to provide services that seek to improve school readiness for the population served, whose entry into the child welfare system creates obstacles to early success in school.
6. This MOU contains guidelines authorized by the SSA Director, HCA Director, and CFCOC Executive Director, for their respective employees to follow in providing services.

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**I. TERM**

The term of this MOU shall commence on July 1, 2014, and end on June 30, 2017, unless earlier terminated pursuant to the provisions of Paragraph XVIII of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, reporting, and confidentiality.

**II. PURPOSE**

The purpose of this MOU is to establish guidelines authorized by the SSA Director, HCA Director, and CFCOC Executive Director with respect to the administration of ECSOC Services.

**III. POPULATION SERVED**

ECSOC Services are provided to children ages birth (0) through five (5) years, who enter the child welfare system. The population served is hereinafter referred to as CHILDREN.

**IV. GOAL**

The goal of this MOU is to improve early childhood development outcomes for CHILDREN, by helping them prepare to succeed in school.

**V. MUTUAL RESPONSIBILITIES OF CFCOC, SSA, AND HCA**

The following are mutual responsibilities of the Parties pursuant to this MOU:

- A. The Parties will commit reasonable resources on an as-available basis and will freely share their expertise with the other Parties to facilitate the activities contemplated hereunder. Further, HCA, SSA, and CFCOC will each designate a liaison, at no cost to the other Parties, to coordinate, communicate and periodically review the activities associated with this MOU.
- B. The activities contemplated hereunder are subject to Federal, State, and County regulations, and each Party shall abide by its own agency/institutional regulations and will respect the mission, goals and limitations of the other Parties.
- C. Additional communication between the Parties shall occur as described in Paragraph XVI, "Notice and Correspondence," below.
- D. Without changing the overall roles and responsibilities of the Parties as described in Paragraphs V, VI, VII, and VIII, the Parties may mutually agree in writing to modify certain procedural aspects of this MOU to facilitate each Party's

participation in ECSOC. Specifically, the Parties may mutually agree in writing to modify line items and/or amounts and/or the number and type of full-time equivalent (FTE) positions provided for in Subparagraph 4.7 of Exhibit A to this MOU, without exceeding the maximum payment obligation for each Party or aspects of the Work Plan reflected in Exhibit A-1, including funding distribution, milestone objectives, and target quantities.

**VI. CFCOC RESPONSIBILITIES**

- A. Pay SSA quarterly in arrears for actual reasonable costs incurred and paid by SSA to perform the services in this MOU, up to the CFCOC Maximum Payment Obligation set forth in Subparagraph X.
- B. Train HCA staff on the use of CFCOC's internet-based Evaluation and Contracts Management System and provide technical support for ECSOC.
- C. Instruct CFCOC staff and agents with access to confidential client information from SSA and HCA regarding the following:
  - 1. The confidential nature of the information pursuant to Paragraph XI;
  - 2. Guidelines for participant contacts to safeguard behavioral boundaries; and
  - 3. Confidentiality protection of individual clients in the ECSOC program pursuant to the requirements of XI.
- D. Along with its subcontractor(s), publish participant data only in de-identified aggregate form or in anonymous vignette.
- E. Provide linkages to other CFCOC funded programs and services that could benefit mutual clients.

**VII. HCA RESPONSIBILITIES**

- A. Provide 4.0 FTE Public Health Nurses (PHNs) who are Registered Nurses with PHN certification by the State of California, to provide services as set forth in Exhibit A of this MOU.
- B. Provide 1.0 FTE Information Processing Technician (IPT) to provide services as set forth in Exhibit A of this MOU.
- C. Provide a Supervising PHN, at no cost to the other Parties, to supervise staff performing services under this MOU. The supervising PHN shall be a Registered Nurse with PHN certification by the State of California.
- D. Coordinate services with other CFCOC service providers and community partners.

- E. HCA's Obligation to Provide Data for CFCOC's Evaluation and Contracts Management System. HCA acknowledges and agrees that ECSOC is funded by CFCOC through this MOU is part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five (5). HCA acknowledges that CFCOC has retained the services of a qualified information technology contractor to create, operate, and maintain a data collection, reporting, and outcomes system relating to the programs and services provided by each and all of CFCOC's grant recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all CFCOC activities, programs and services provided by and through CFCOC to the target population of Orange County children ages birth (0) through five (5).
- F. ECSOC will track health care information and data about Orange County children from ages birth (0) through five (5) years in furtherance of the goals and objectives of CFCOC's Strategic Plan. Data shall be gathered and shared through CFCOC's internet-based evaluation and contracts management system. Pursuant to an agreement between CFCOC's designated contractor/consultant and CFCOC, contractor/consultant acts as an Application Service Provider ("ASP") on behalf of CFCOC and its contractors including COUNTY, with respect to all work-related data. Through this separate contract, CFCOC's designated contractor/consultant has created and operates, and will continue to operate and maintain, the evaluation and contracts management system relating to ECSOC.
- G. HCA acknowledges and agrees that as a part of the integrated data structure in its performance under this MOU (and the performance of all other CFCOC contractors/grantees under separate grant agreements or MOU's) there will be ECSOC level reporting to CFCOC with respect to Exhibit A-1 (Work Plan). HCA agrees to participate in the reporting, and to cooperate with CFCOC, its Executive Director, and the ASP, and to provide data related to, or created by, the services provided under this MOU, to the ASP, through the evaluation and contracts management system. This data shall allow CFCOC to track, analyze, and evaluate all services provided by HCA as well as all other of CFCOC's grant recipients.

## **VIII. SSA RESPONSIBILITIES**

- A. Designate one Senior Social Services Supervisor (SSSS), at no cost to the other Parties, to act as liaison for the purpose of identifying CHILDREN and referring them to ECSOC Services.
- B. Assist the PHNs by gathering any pertinent information obtained by the Orangewood Children and Family Center (OCFC) Medical Unit and HCA/Behavior Health Services relating to CHILDREN.
- C. Work collaboratively with the PHNs in obtaining the necessary testing and services for CHILDREN.

**IX. SERVICES**

The Parties shall provide the services described in Exhibit A, Program Summary, and Exhibit A-1, Work Plan, both of which are attached hereto and incorporated herein by this reference.

**X. STATEMENT OF COSTS**

- A. The total annual program cost is \$676,502, for a total of \$2,029,506 for the entire term of this MOU. The Maximum Payment Obligation of CFCOC to SSA pursuant to this MOU is \$80,000 per fiscal year, not to exceed \$240,000 over the three (3) year term, as set forth in Exhibit B, Distribution of Funds, attached hereto and incorporated herein by reference.
- B. CFCOC shall pay SSA quarterly in arrears, for the CFCOC share of the actual allowable costs incurred and paid by SSA to perform the services required by this MOU, in accordance with the amounts and categories set forth in Exhibit B, Distribution of Funds. Payments for each line item shall not exceed the amount specified as CFCOC Funds. Notwithstanding, the Directors of each organization (SSA Director, HCA Director, and CFCOC Executive Director) or their authorized representatives may approve adjustments of the amounts specifically stated in each line item, so long as the total of all amounts within all line items, as adjusted, does not exceed CFCOC's Maximum Payment Obligation of \$80,000 per fiscal year, not to exceed \$240,000 over the three (3) year term, as set forth in subparagraph A above.
- C. HCA shall cost apply quarterly to SSA, by the tenth (10th) calendar day of the month following the end of each quarter, for the actual allowable costs incurred for staffing and supplies needed to provide the services hereunder, with the exception of the quarter ending June 30th. HCA agrees to cost apply the fourth quarter claim by June 10th for the quarter ending June 30th, which includes estimated costs for the month of June, and follow up with actual cost information by July 10th.
- D. SSA agrees to send its claim to CFCOC by the fifteenth (15th) calendar day of the month following the end of each quarter for the subject services, with the exception of the month of June. SSA agrees to provide an estimated claim by June 15th for the quarter ending June 30th, which includes estimated costs for the month of June, and follow up with actual cost information by July 15th.
- E. SSA shall provide timely budgetary information upon request from CFCOC for inclusion in its budget, and any other required State and/or Federal Reports.
- F. HCA, SSA, and CFCOC shall comply with any and all State and Federal programmatic and fiscal claiming guidelines developed for the use of funds, including Federal subrecipient monitoring and reporting requirements.

## **XI. CONFIDENTIALITY**

- A. SSA, HCA, and CFCOC agree to maintain confidentiality of all records and information concerning individual clients in the ECSOC program pursuant to all applicable Federal and/or State codes and regulations including, without limitation, U.S. Privacy Act of 1974, the State of California Welfare and Institutions Code Sections 827 and 10850-10853, the CDSS Manual of Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended. CFCOC will implement safeguards and sanctions consistent with its Confidentiality and Data Sharing Protocol; which has been reviewed and approved by the County's Human Service Subjects Review Board. Disclosure of confidential client information, including medical information, will only be made by HCA staff to CFCOC through written authorizations consistent with the Confidentiality and Data Sharing Protocol.
- B. All records and information concerning any and all clients in the ECSOC program referred to HCA and/or CFCOC by SSA or SSA's designee shall be considered and kept confidential by HCA and CFCOC's staff, agents, employees, and volunteers. CFCOC shall require all of its employees, agents, subcontractors, and volunteer staff who may provide services to CFCOC in connection with this MOU to sign an agreement with CFCOC before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants in the ECSOC program, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit CFCOC, and as to the latter, only during such audit.
- C. HCA and CFCOC agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
1. No access, disclosure or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
  2. HCA and CFCOC must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed or recorded by any publication or organization or to appear on any radio, television or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.
- D. HCA and CFCOC agree to maintain confidentiality with respect to Juvenile Court matters, in accordance with Welfare and Institutions Code Section 827, all



applicable statutes, case law, and Orange County Juvenile Court Policy regarding confidentiality, as it now exists or may hereafter be amended.

- E. No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

## **XII. INDEMNIFICATION**

- A. CFCOC agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CFCOC pursuant to this MOU. If judgment is entered against CFCOC, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CFCOC, and COUNTY agree that liability will be apportioned as determined by the court. To the extent permitted by law, neither party shall request a jury apportionment.
- B. COUNTY agrees to indemnify, defend, and hold CFCOC, and their appointed officials, officers, employees, and agents ("CFCOC INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products, or other performance provided by the County of Orange pursuant to this MOU. If judgment is entered against COUNTY and CFCOC by a court of competent jurisdiction because of the concurrent active negligence of the CFCOC or CFCOC INDEMNITEES, the COUNTY, and CFCOC agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

## **XIII. RETENTION OF RECORDS**

- A. SSA, HCA, and CFCOC agree to retain all financial records pertinent to this MOU for a minimum of five (5) years from the expiration of this MOU, or until all pending Federal, State, and County audits are completed, whichever is later.
- B. Client records shall be retained by HCA and SSA for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of eighteen (18), but in no case less than seven (7) years beyond the expiration of this MOU.
- C. Records which relate to litigation or settlement of claims arising out of the

performance of the MOU, or costs and expenses of this MOU, as to which exception has been taken by COUNTY or CFCOC, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions is completed, but COUNTY shall make such records available to CFCOC upon request.

#### **XIV. PUBLICATION OF PROGRAM RESULTS**

- A. CFCOC and its subcontractor(s) shall have the right to publish or publicly disseminate research data and research results collected, received, or developed hereunder. With prior consent of HCA or SSA, CFCOC may submit proposed publications to the Clerk of the Commission/Clerk of the Board of Supervisors in accordance with CFCOC published filing schedules. In all other instances, each Party shall submit to the other Parties thirty (30) days prior to submission for publication a copy of all proposed publications or papers disclosing data, data summaries or data vignettes, collected, received, or developed hereunder. In the event any Party determines that the publication or paper contains research subject identifiers or other information that may lead to the identification of a participant, the Party shall immediately notify the other Parties, and the publishing Party shall remove the identifying information prior to submission for publication or public dissemination. In addition, each Party may provide comments and suggestions regarding the publication or paper, and the publishing Party will give such comments and suggestions due consideration. In the event the other Parties do not provide comments or suggestions, or do not provide notice to the publishing Party as described herein, the publishing Party shall be free to publish or publicly disseminate such publications or papers.
- B. For purposes of this Paragraph XIV, the term "publication," or any derivation thereof, shall include the public dissemination of information via any medium, whether oral or written, including but not limited to books, magazines, newspapers, scientific journals, other periodicals, television, radio, presentations at conferences and symposiums, electronic mail, and internet postings.
- C. Additionally, the term "public dissemination," or any derivation thereof, shall mean the transmission of research data to any party other than HCA, SSA, CFCOC or CFCOC's subcontractor(s), and their employees, who are subject to the confidentiality provisions as set forth in Paragraph XI above.

#### **XV. USE OF NAME**

The Parties agree that they will not use the name(s) of the other Parties, or their employees, in any advertisement, press release, or publicity related to the services performed under this MOU without the prior written approval of the other Parties.

#### **XVI. NOTICE AND CORRESPONDENCE**

- A. All correspondence concerning this MOU will be in writing and sent to:

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SSA: County of Orange Social Services Agency  
Attn: Contract Services Manager  
888 North Main Street  
Santa Ana, CA 92701

HCA: County of Orange Health Care Agency  
Attn: Contract Development and Management Division Manager  
405 West 5th Street, 6th Floor, Suite 600  
Santa Ana, CA 92701

CFCOC: Children and Families Commission of Orange County  
Attn: Contracts Manager  
1505 E. 17th Street, Suite 230  
Santa Ana, CA 92705

- B. All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid, and addressed as above. Any notices, claims, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. HCA, SSA, and CFCOC may mutually agree in writing to change the addresses to which notices are sent.

## **XVII. RESOLUTION OF CONFLICTS**

For resolution of conflicts between HCA, SSA, and CFCOC in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference among the SSA Children and Family Services Program Manager of Placement Coordination, the HCA Specialized Public Health Nursing Program Manager, and the CFCOC Program Lead.

Step 2: Conference among the SSA Children and Family Services Deputy Director, or designee, HCA Public Health Chief of Operations, or designee, and the CFCOC Director of Program Development and Evaluation.

Step 3: Conference among the SSA Director of Children and Family Services, or designee, the HCA Public Health Deputy Agency Director/Health Officer, or designee, and the CFCOC Director of Program Development and Evaluation.

## **XVIII. TERMINATION**

- A. Either COUNTY or CFCOC may terminate this MOU without penalty immediately with cause or after fifteen (15) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing.

Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either Party. Exercise by either Party of the right to terminate this MOU shall relieve the other Party of all further obligations under this MOU.

- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, active case records, and pertinent documents.
- C. The obligations of COUNTY and CFCOC under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors for SSA and HCA each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, COUNTY or CFCOC may immediately terminate or modify this MOU, without penalty. The decision of that Party will be binding on the other Party. COUNTY or CFCOC will provide written notification of such determination. COUNTY or CFCOC shall immediately comply with the determining Party's decision.

#### **XIX. GENERAL PROVISIONS**

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CFCOC or any of COUNTY's or CFCOC's agents or employees.
- B. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- C. This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- D. With the exception of client records or other records referenced in Paragraph XI entitled Confidentiality, all records, including but not limited to reports, audits notices, claims statements and correspondence, may be subject to public disclosure. COUNTY shall not be liable for any such disclosure.

#### **XX. BUSINESS ASSOCIATES**

Due to COUNTY's organizational structure, COUNTY is a hybrid entity under Health

Insurance Portability and Accountability Act (HIPAA). Some COUNTY agencies, such as HCA, are required to comply with HIPAA and some, such as SSA, are not. For the purposes of this MOU, CFCOC shall be considered a Business Associate of HCA and shall comply with the terms and conditions identified in the Business Associates Terms and Conditions, which is attached hereto as Exhibit C, and is incorporated herein by this reference.

**XXI. COUNTERPARTS**

This MOU may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

IN WITNESS WHEREFORE, duly authorized representatives of the Parties have entered into this Memorandum of Understanding in the County of Orange, State of California, as attested to below.

CHILDREN AND FAMILIES  
COMMISSION OF ORANGE COUNTY,  
a public body and legal public entity

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIR OF  
COMMISSION

BY: \_\_\_\_\_  
Susan Novak  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
WOODRUFF, SPRADLIN & SMART

BY: \_\_\_\_\_  
James M. Donich, Commission Counsel

[Signature block for COUNTY on next page.]

[Signature block continued from previous page.]

COUNTY OF ORANGE,  
a political subdivision of the State of  
California

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair of the Board of Supervisors

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

PER G.C. SEC.25103, RESOLUTION 79-1537

ATTEST:

BY: \_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
of Orange County, California

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

BY: \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

**EXHIBIT A**

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
MEMORANDUM OF UNDERSTANDING**

**PROGRAM SUMMARY**

**HEALTH CARE AGENCY  
SOCIAL SERVICES AGENCY**

**CFCOC MOU NO. FCI-SSA-15**

**EARLY CHILDHOOD SYSTEM OF CARE SERVICES FOR  
CHILDREN ENTERING THE CHILD WELFARE SYSTEM**

(Term: July 1, 2014 through June 30, 2017)

**1. FUNDING RECIPIENTS**

**HEALTH CARE AGENCY**

County Government - County of Orange  
405 West Fifth Street, 6<sup>th</sup> Floor, Suite 600  
Santa Ana, CA 92701

Contact: Charles Hart, (714) 834-3896, chhart@ochca.com

GEMS Contact: Mahdere Negash, (714) 704-8020, MNegash@ochca.com

Designated Level of Reporting: Administrative Management Module (AMM) and  
Client Level Data Module (“CLDM”)

**SOCIAL SERVICES AGENCY**

County Government – County of Orange  
888 North Main Street  
Santa Ana, CA 92701

Contact: Mo Sapiga, (714) 541-7411, Mahonri.Sapiga@ssa.ocgov.com

**2. BACKGROUND**

One (1) out of six (6) children is affected by developmental delays, disabilities, and other behavioral and emotional problems that impact their overall health and ability to succeed in school. Children entering the child welfare system have a higher rate of these conditions than children in the general population, and they experience more barriers to accessing services to address their needs.



The ECSOC for children ages birth (0) through five (5) years, who are entering the child welfare system, addresses the aforementioned conditions. The ECSOC includes routine developmental screenings, coordination of health and behavioral health services, linkages to community resources, and education and support of caregivers. In addition, the ECSOC provides up to three months of case management follow-up to ensure the children are linked to those specialized services needed to meet their needs.

ECSOC services will be provided by HCA PHNs, working in collaboration with SSA staff, CFCOC funded grantees, and other community providers. Funding will be leveraged with Federal and State funds through Title IV-E.

### **3. PURPOSE**

The ECSOC addresses health and developmental needs of children ages birth (0) through five (5) years of age upon entry into the child welfare system. PHN will provide assessment and coordination of service delivery with community service providers during the first three (3) months of entry into the child welfare system.

### **4. SCOPE OF WORK**

The Parties shall perform the services described in this Program Summary, Exhibit A, and perform the tasks and achieve the outcomes in the Work Plan, Exhibit A-1, with the funding and within the funding limitations set forth in the Distribution of Funds, Exhibit B. The Parties agree to meet and confer on a yearly basis regarding the issue of modifying the Work Plan. No modifications to the Work Plan will become effective unless such modified Work Plan is set forth in writing and is agreed to by all parties. In the event the Parties cannot reach agreement on modifications to the Work Plan, the annual service levels shall remain at the same rate as set forth in the Work Plan attached to this MOU. All modifications to the Work Plan shall be within the parameters of the established Scope of Work as set forth in this MOU.

**4.1** HCA shall provide public health nursing services, which shall include, but not be limited to:

**4.1.1 Health Assessments for Children:** Ensure health assessments are performed including a physical and psychosocial evaluation, developmental screening, health history, and information gathering.

**4.1.2 Case Management Services:** Case management services shall include follow-up and referral of identified health care, nutritional, developmental, psychosocial, and safety needs.

**4.1.3 Information Referral and Linkages to Community Resources:** Ensure access to appropriate resources to meet identified needs to include assisting with access to health insurance, establishment of a medical home care provision by health providers, and prevention services.

- 4.1.4 Documentation and Reporting:** Document nursing assessments, prioritization of care needs, interventions including linkages to community resources, and collection and reporting of demographic data.
- 4.2** HCA shall designate a Supervising Public Health Nurse to supervise the PHNs performing services under this MOU and the IPT who will perform data entry, tracking, and other clerical duties.
- 4.3** SSA shall designate one SSSS to act as liaison for the purpose of identifying children ages birth (0) through five (5) years who have entered the child welfare system and to refer these children to the PHNs.
- 4.4** SSA shall assist the PHNs by gathering any pertinent information completed by the OCH Medical Unit and HCA/Behavior Health Services relating to the referred children.
- 4.5** SSA shall work collaboratively with the PHNs in obtaining the necessary testing and services for the children served in ECSOC.
- 4.6** SSA shall provide the PHNs and the IPT with office space at OCH. SSA will also provide office equipment and computers; information technology support; access to phone, fax, and copier machines; and use of facilities necessary to perform services pursuant to this MOU.
- 4.7** SSA and HCA will budget for and provide the following staff and supplies:
- 4.7.1 5.0 FTE Public Health Nurses - \$686,404:**  
Minimum Qualifications: Current California Registered Nurse licensure, and Public Health Nurse Certification.
- 4.7.2 1.0 FTE Information Processing Technician - \$64,209:**  
Minimum qualification: High school diploma or equivalent.
- 4.7.3 0.50 FTE Supervising Public Health Nurse (In-Kind):**  
Minimum Qualifications: California Registered Nurse licensure, Public Health Nurse Certification, and three (3) years experience working in an agency providing Public Health Nursing Services.
- 4.7.4 0.10 FTE Senior Social Services Supervisor (In-Kind):**  
Minimum Qualifications: Bachelor's degree in social work, psychology, sociology or a related field and three (3) years of experience in a public social services agency.
- 4.7.5 ECSOC supplies, materials, training - \$16,862**
- 4.7.6 Indirect/Administrative Expenses - \$152,525.**

**5. WAIVERS / AMENDMENTS**

None.

**EXHIBIT A-1**  
**WORK PLAN FOR JULY 1, 2014 THROUGH JUNE 30, 2015**

Date of Draft: 3/14/14  
 Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/14/14

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
HCA/SSA	Early Childhood System of Care (ECSOC)	Mahdere Negash	714-704-8020 <a href="mailto:MNegash@ochca.com">MNegash@ochca.com</a>	FCI-SSA-15
<b>Project Abstract (a short description of the project):</b>				
The ESCOC will address health and developmental needs of children 0 to 5 years of age upon their entry into the child welfare system. Each child will receive 3 months of case management services from a Health Care Agency Public Health Nurse (PHN) who will provide health and developmental screenings, develop an individualized care plan, coordinate service delivery, and support and educate caregivers around the care plan.				
<b>General GEMS Instructions</b>				
<ul style="list-style-type: none"> <li>Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New and Repeat Clients (if applicable) and Services for each service on your work plan.</li> <li>Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2014 - July 31, 2014.</li> <li>New Clients: All clients are new starting July 1, 2014.</li> <li>Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5 and parents are new starting July 1, 2014; this includes children and parents who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.</li> </ul>				

**HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and	HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ, ASQ-SE, Autorefractor, Audiometer).	Children 0-5	200 unduplicated children	7/1/14	6/30/15	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of screenings provided during the month.</p> <p><b>Period Narrative:</b> Brief description of screenings provided</p>

**EXHIBIT A-1**  
**WORK PLAN FOR JULY 1, 2014 THROUGH JUNE 30, 2015**

Date of Draft: 3/14/14  
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**HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		language, psychosocial issues, and other special needs, and receive appropriate services. (C)						
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.10 Parents receive education, resources, referrals, and support regarding their child's developmental concerns	Parent	700 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> Parents are "new" to this service in the month where first receiving a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. <b>Services:</b> Total # of referrals provided <b>Period Narrative:</b> Brief description of referrals provided
HC.3 Children have and use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health care home	Children 0-5	75 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children linked to a health home (as a result of this program's efforts). Always new. <b>Period Narrative:</b> Brief description.

**EXHIBIT A-1**  
**WORK PLAN FOR JULY 1, 2014 THROUGH JUNE 30, 2015**

Date of Draft: 3/14/14  
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**HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.3 Children have and use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9%. (C)	HC.3.4.1 Children are linked to a dental home	Children 0-5	75 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children linked to referred dental home (as a result of this program's efforts). Always new. <b>Period Narrative:</b> Brief description.

**STRONG FAMILIES**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3 Caregivers have ready access to family support services and resources.	Information and Referral	SF.3.1 Increase community awareness of and linkage to available services (P)	SF.3.1.4 Parents receive follow up on referrals and services are accessed	Parent	400 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> # of parents linked to referred services. Parents are "new" to this service in the month where first receiving a referral and are repeat in subsequent months for referrals for new family support services and resources. <b>Services:</b> Total # of linked referrals. <b>Period Narrative:</b> Brief description of services provided

**EXHIBIT A-1**  
**WORK PLAN FOR JULY 1, 2014 THROUGH JUNE 30, 2015**

Date of Draft: 3/14/14  
 Commission Lead: Dian Milton  
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**MONTHLY SERVICE COUNTS**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
Unduplicated count of children served each month			Total count of unduplicated children served across all child-related milestones	Children 0-5	200 unduplicated children for FY14-15	7/1/14	6/30/15	<b>Children:</b> Total number of new unduplicated children served across all the child-related services during each month.
Duplicated count of children served each month			Total count of duplicated children served across all child-related milestones	Children 0-5	No target set	7/1/14	6/30/15	<b>Children:</b> Total number of children who received services in subsequent months
Unduplicated count of parents served each month			Total count of unduplicated parents served across all parent-related milestones	Parents	500 unduplicated parents for FY14-15	7/1/14	6/30/15	<b>Parents:</b> Total number of new unduplicated parents served across all the child-related services during each month.
Duplicated count of parents served each month			Total count of duplicated parents served across all parent-related milestones	Parents	No target set	7/1/14	6/30/15	<b>Parents:</b> Total number of parents who received services in subsequent months

**EXHIBIT B**  
**TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**MEMORANDUM OF UNDERSTANDING**  
**Distribution of Funds**

County of Orange Health Care Agency/ Social Services Agency	Funds Due 7/1/14 – 6/30/15		
	Title IV-E Funds	CFCOC Funds	Total ECSOC Funds
Staffing:			
• 5.0 FTE Public Health Nurses	\$611,004	\$75,400	\$686,404
• 1.0 FTE Information Processing Technician	59,609	4,600	64,209
<b><i>Staffing Subtotal</i></b>	670,613	80,000	750,613
Direct ECSOC Expenses (ECSOC Supplies, Materials, and Training):	16,862	0	16,862
Indirect / Administrative Expenses (Information Technology, Human Resources, Financial Support Staff, and Compliance)	152,525	0	152,525
<b>Total</b>	<b>\$840,000</b>	<b>\$80,000</b>	<b>\$920,000</b>

County of Orange Health Care Agency/ Social Services Agency	Funds Due 7/1/15 – 6/30/16		
	Title IV-E Funds	CFCOC Funds	Total ECSOC Funds
Staffing:			
• 5.0 FTE Public Health Nurses	\$611,004	\$75,400	\$686,404
• 1.0 FTE Information Processing Technician	59,609	4,600	64,209
<b><i>Staffing Subtotal</i></b>	670,613	80,000	750,613
Direct ECSOC Expenses (ECSOC Supplies, Materials, and Training):	16,682	0	16,682
Indirect / Administrative Expenses (Information Technology, Human Resources, Financial Support Staff, and Compliance)	152,525	0	152,525
<b>Total</b>	<b>\$840,000</b>	<b>\$80,000</b>	<b>\$920,000</b>



County of Orange Health Care Agency/ Social Services Agency	Funds Due 7/1/16 – 6/30/17		
	Title IV-E Funds	CFCOC Funds	Total ECSOC Funds
Staffing: <ul style="list-style-type: none"> <li>• 5.0 FTE Public Health Nurses</li> <li>• 1.0 FTE Information Processing Technician</li> </ul>	\$611,004	\$75,400	\$686,404
<b>Staffing Subtotal</b>	670,613	80,000	750,613
Direct ECSOC Expenses (ECSOC Supplies, Materials, and Training):	16,682	0	16,682
Indirect / Administrative Expenses (Information Technology, Human Resources, Financial Support Staff, and Compliance)	152,525	0	152,525
<b>Total</b>	<b>\$840,000</b>	<b>\$80,000</b>	<b>\$920,000</b>

**TOTAL TITLE IV-E FUNDS:** **\$2,520,000**  
**TOTAL CFCOC MAXIMUM PAYMENT OBLIGATION:** **\$240,000**  
**TOTAL ECSOC ALLOCATION:** **\$2,760,000**

**EXHIBIT C**  
**TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**MEMORANDUM OF UNDERSTANDING**

**BUSINESS ASSOCIATES TERMS AND CONDITIONS**

**A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.

2. It is agreed by both parties that CFCOC is a Business Associate of COUNTY for the purposes of this Agreement.

3. It is understood by both parties that the HIPAA Security and Privacy Rules apply to the CFCOC in the same manner as they apply to the covered entity (COUNTY). CFCOC shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Subparagraphs B.4. and B.5. below, and is responsible for complying with the issued regulations for said rules, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by CFCOC consistent with the terms of this agreement.

4. It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to confidentiality of PHI.

5. COUNTY wishes to disclose certain information to CFCOC pursuant to the terms of this Agreement, some of which may constitute PHI as defined in Subparagraph B.6. below.

6. COUNTY and CFCOC intend to protect the privacy and provide for the security of PHI disclosed to the CFCOC pursuant to this Agreement, in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.

**B. DEFINITIONS**

1. “Breach” means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.

a. For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the Individual.

b. A use or disclosure of Protected Health Information that does not include the identifiers listed at §164.514 (e) (2), date of birth, and zip code does not compromise the security or privacy of protected health information.

c. Breach excludes:

1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at a covered entity or business associate to another person authorized to access Protected Health Information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

3) A disclosure of Protected Health Information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

3. “Individual” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

4. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

5. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.”

6. “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.

7. “Required by Law” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.

8. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

9. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

C. OBLIGATIONS AND ACTIVITIES OF CFCOC AS BUSINESS ASSOCIATE:

1. CFCOC agrees not to use or disclose PHI other than as permitted or required by this MOU or as required by law.

2. CFCOC agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

3. CFCOC agrees to mitigate, to the extent practicable, any harmful effect that is known to CFCOC of a use or disclosure of PHI by CFCOC in violation of the requirements of this Agreement.

4. CFCOC agrees to report to COUNTY within five (5) business days any use or disclosure of PHI not provided for by this MOU of which CFCOC becomes aware.

5. CFCOC agrees to ensure that any agent, including a subcontractor or consultant of CFCOC, such as an ASP, to whom it provides PHI received from COUNTY, or created or received by CFCOC on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this MOU to CFCOC with respect to such information.

6. CFCOC agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR Section 164.524.

7. CFCOC agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR Section 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CFCOC agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

8. CFCOC agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CFCOC on behalf of COUNTY, available to COUNTY and the Secretary, in a time and manner as determined by COUNTY, or as designated by the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule.

9. CFCOC agrees to document any disclosures of PHI and to make information related to such disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10. CFCOC agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with this Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

11. CFCOC shall work with COUNTY upon notification by CFCOC to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.1.c. above.

#### D. SECURITY RULE

1. Security. CFCOC shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. CFCOC shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.

2. Agents and Subcontractors of CFCOC. CFCOC shall ensure that any agent, including a subcontractor or consultant of CFCOC, such as an ASP, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.

3. Security Incidents. CFCOC shall report any "security incident" of which it becomes aware to COUNTY. For purposes of this agreement, a security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by CFCOC.

#### E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured Protected Health Information, CFCOC shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.

2. A Breach shall be treated as discovered by CFCOC as of the first day on which the Breach is known to the CFCOC, or by exercising reasonable diligence, would have been known to CFCOC.

3. CFCOC shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the CFCOC, as determined by federal common law of agency.

4. CFCOC shall provide the notification of the Breach without unreasonable delay, and in no case later than five (5) business days after a Breach.

5. CFCOC's notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification. Thereafter, CFCOC shall provide written notification containing the contents stated below, within five (5) business days. CFCOC shall be required to provide any other information relevant to the Breach in writing, as soon as discovered, or as soon as the information is available.

6. CFCOC's notification shall include, to the extent possible:

a. The identification of each Individual whose unsecured protected health information has been, or is reasonably believed by CFCOC to have been, accessed, acquired, used, or disclosed during the Breach,

b. Any other information that COUNTY is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time CFCOC is required to notify COUNTY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CFCOC is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

7. COUNTY may require CFCOC to provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

8. In the event that CFCOC is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, CFCOC shall have the burden of demonstrating that CFCOC made all notifications to COUNTY as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.

9. CFCOC shall maintain documentation of all required notifications required pursuant to this MOU in the event of an impermissible use or disclosure of Unsecured Protected Health Information, or its risk assessment of the application of an exception to demonstrate that the notification was not required.

10. CFCOC shall provide to COUNTY all specific and pertinent information about the Breach to permit COUNTY to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than fifteen (15) calendar days after reporting the initial Breach to the COUNTY.

11. CFCOC shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of fifteen (15) calendar days after the last report to COUNTY. CFCOC shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

12. CFCOC shall bear all expense or other costs associated with the Breach, and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

#### F. PERMITTED USES AND DISCLOSURES BY CFCOC

1. Except as otherwise limited in this Agreement, CFCOC may use or disclose PHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

2. CFCOC is permitted to use PHI as necessary for the proper management and administration of CFCOC or to carry out legal responsibilities of CFCOC. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

3. CFCOC is permitted to disclose PHI received from COUNTY for the proper management and administration of CFCOC or to carry out legal responsibilities of CFCOC, provided:

a. The disclosure is required by law; or  
b. CFCOC obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent unauthorized use or disclosure of the PHI, and the person immediately notifies CFCOC of any instance of which it is aware in which the confidentiality of the Information has been Breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

4. CFCOC is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of COUNTY.

#### G. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CFCOC of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect CFCOC's use or disclosure of PHI.

2. COUNTY shall notify CFCOC of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect CFCOC's use or disclosure of PHI.

3. COUNTY shall notify CFCOC of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CFCOC's use or disclosure of PHI.

4. COUNTY shall not request CFCOC to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by COUNTY.

#### H. BUSINESS ASSOCIATE TERMINATION

1. Notwithstanding the Termination provisions set forth in this MOU, the MOU shall only terminate when all of the PHI provided by COUNTY to CFCOC, or created or received by CFCOC on behalf of COUNTY, is destroyed or returned to COUNTY, or if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Subparagraph.

2. In addition to the rights and remedies provided in the Termination paragraph of this Agreement, upon COUNTY's knowledge of a material breach by CFCOC of the requirements of this Paragraph, COUNTY shall either:

a. Provide an opportunity for CFCOC to cure the material breach or end the violation and terminate this MOU if CFCOC does not cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate this MOU if CFCOC has breached a material term of this MOU and cure is not possible; or

c. If neither termination nor cure is feasible, COUNTY shall report the violation to the Secretary of the Department of Health and Human Services.

3. Upon termination of this Agreement, all PHI provided by COUNTY to CFCOC, or created or received by CFCOC on behalf of COUNTY, shall either be destroyed or returned to COUNTY as provided in the Termination paragraph of this Agreement, and in conformity with the Privacy Rule.

a. This provision shall apply to PHI that is in the possession of subCFCOCs or agents of CFCOC.

b. CFCOC shall retain no copies of the PHI.

c. In the event that CFCOC determines that returning or destroying the PHI is infeasible, CFCOC shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CFCOC shall extend the protections of this MOU to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CFCOC maintains such PHI.