

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, and the Children and Families Commission of Orange County, a public body and legal public entity, hereinafter referred to as "CFCOC." The County of Orange may be referred to as "County" and is acting through its Social Services Agency hereinafter referred to as "SSA," and its Health Care Agency, hereinafter referred to as "HCA." This MOU contains 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.

The County and CFCOC may be referred to individually as "Party" and collectively as "the Parties." The relationship between the 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 17-004 C&FC.

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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, allowing for the establishment of 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. CFCOC's Strategic Plan, as it currently exists or is amended, shall hereinafter be referred to as "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 provides for 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

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I. TERM

The term of this MOU shall commence on July 1, 2017, and end on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph XX 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 with respect to the administration of ECSOC Services.

III. GOAL

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

IV. POPULATION TO BE 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.

V. MUTUAL RESPONSILITIES

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 share their expertise with the other Parties to facilitate the activities contemplated hereunder. Further, HCA, SSA and CFCOC will each designate a liaison, 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. Without changing the overall roles and responsibilities of the Parties as described in Paragraphs V, VI, VII, 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.
- D. Parties agree to meet quarterly to review progress towards goals.

VI. CFCOC RESPONSIBILITIES

CFCOC shall:

- A. Pay SSA quarterly, in arrears, for costs incurred and paid by SSA to perform the services in this MOU, up to the CFCOC Maximum Payment Obligation set forth in Subparagraph XII.
- B. Train HCA staff on the use of CFCOC's Evaluation and Contracts Management System, and provide technical support for ECSOC program.

- C. Instruct CFCOC staff and agents with access to confidential CHILD information regarding the following:
  - 1. The confidential nature of the information pursuant to Paragraph XIII.
  - 2. Guidelines for CHILD contacts to safeguard behavioral boundaries; and
  - 3. Confidentiality protection of individual CHILDREN in the ECSOC program pursuant to the requirements of Paragraph XIII.
- D. Along with its subcontractor(s), publish CHILDREN 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 CHILDREN.

VII. HCA RESPONSIBILITIES

- A. Provide 5.0 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, 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 agrees to provide data for CFCOC's Evaluation and Contracts Management System. HCA acknowledges and

agrees that ECSOC services 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. 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 birth (0) through five (5).

- F. ECSOC will track health care information and data about CHILDREN from 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. FACILITIES:

- A. It is mutually understood that HCA will provide services at a SSA facility.
- B. HCA and SSA may mutually agree in writing to add, change, modify, or delete facility location(s) as necessary to best serve the needs of SSA and clients to be served under this MOU.

XI. USE OF COUNTY PROPERTY

- A. SSA will provide HCA the rent-free use of office space, office furniture, and office equipment located in any and all offices and SSA facilities at which HCA shall be collocated with COUNTY staff pursuant to this MOU. Per this MOU, said office space, office furniture, and equipment shall be used solely by employees of HCA while performing their assigned duties pursuant to this MOU.

XII. STATEMENT OF COSTS

- A. The County will provide the specified services in this agreement and it is anticipated to cost the County \$991,128 for fiscal year 2017-18, \$1,015,438 for fiscal year 2018-19, and \$1,044,995 for fiscal year 2019-20; for a total of \$3,051,561 for the entire term of this MOU.
- B. 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.
- C. 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.

- D. HCA shall cost apply SSA quarterly 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.
- E. 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.

- F. SSA shall provide timely budgetary information upon request from CFCOC, for inclusion in its budget, and any other required State and/or Federal Reports.
- G. The County and CFCOC shall comply with any and all State and Federal programmatic and fiscal claiming guidelines developed for the use of funds, including Federal sub-recipient monitoring, reporting requirements and audits.

XIII. CONFIDENTIALITY

- A. CFCOC agrees to maintain confidentiality of all records 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 confidentially, 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 CFCOC staff, agents, employees and volunteers. CFCOC shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CFCOC under 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. CFCOC shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of federal, state or local confidentiality laws or regulations may be guilty of a crime.
- D. CFCOC agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.
- E. 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. 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.

XIV. INDEMNIFICATION

- A. CFCOC agrees to indemnify, defend with counsel approved in writing by County, and hold U.S. 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 intentional, malicious, negligent acts, inactions, errors or omissions of CFCOC, its officers, employees, or agents in the

performance of 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 intentional, malicious, negligent acts, inactions, errors or omissions of the County of Orange, its officers, employees, or agents 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.

XV. RECORDS

A. Client Records:

1. The County 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.

2. All client records related to services provided under the terms of this MOU shall be retained by the County 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.
3. Records which relate to litigations or settlements of claims arising out of the performance of this 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.

XVI. 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 and/or Clerk of the Board of Supervisors. 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 XVI, 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 XIII above.

XVII. USE OF NAME

The County and CFCOC agree that they will not use the names(s) of the other Party 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 Party.

XVIII. NOTICES

- A. All notices, claims correspondence, reports, and/or statements authorized or required by this MOU shall be addressed as follows:

SSA: County of Orange Social Services Agency  
Contracts and Procurement Services  
500 N. State College, Suite 100  
Orange, CA 92868

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. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XIX. RESOLUTION OF CONFLICTS

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

Step 1: Conference between 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 between the SSA SSA Children and Family Services Deputy Director, or designee, the HCA Public Health Chief of Operations, or designee, and the CFCOC Director of Program Development and Evaluation.

Step 3: Conference between 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.

Nothing in this section shall limite the Parties' ability to terminate the agreement pursuant to Paragraph XX.

XX. TERMINATION

A. Either County or CFCOC may terminate this MOU without

penalty immediately with cause or after thirty (30) 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 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 Party will be binding on Party. County or CFCOC will provide written notification of such determination. County or CFCOC shall immediately comply with SSA's decision.
- D. If any provision of this MOU or the application thereof is held invalid, the remainder of the MOU shall not be affected thereby.

XXI. SIGNATURE IN COUNTERPARTS

This MOU may be executed in several counterparts, all of

which shall constitute but one and the same instrument  
 The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

XXII. 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. To the extent permissible by law, 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.

XXIII. 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. SSA is not a Business Associate of HCA or a covered entity.

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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: 4/13/17

BY: Andrea Barry  
Chair

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

BY: Jamie Ross Robinson  
Clerk of the Commission

Dated: 4/13/17

APPROVED AS TO FORM:  
WOODRUFF, SPRADLIN & SMART

BY: Cassie Tynes  
Commission Counsel

DATED: 4/6/17

[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: \_\_\_\_\_

Chairwoman  
of the Board of Supervisors  
County of Orange, California

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: \_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
of Orange County, California

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

BY: Carolyn S. Frost  
Deputy

Dated: 4/5/17

**EXHIBIT A**

**PROJECT SUMMARY**

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

**PROGRAM SUMMARY**

**HEALTH CARE AGENCY  
SOCIAL SERVICES AGENCY**

**Agreement # FCI-SSA-17**

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

**Term: July 1, 2017 through June 30, 2020**

**1. FUNDING RECIPIENT**

**HEALTH CARE AGENCY**

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

Contact: Tommy Bui, (714) 834-2084, ToBui@ochca.com

Work Plan and Data Entry Contact: Mahdere Negash, Program Manager (714) 704-8020,  
MNegash@ochca.com

Invoices/Documentation Contact: Natalie Anastasi-Perea, Administration Manager  
(714) 834-6579, [NAstasi-Perea@ochca.com](mailto:NAstasi-Perea@ochca.com)

Designated Level of Data Reporting: AMM and CLDM

Signatories: Chairwoman of the Board of Supervisors

Exhibit A  
Page 1 of 4

**SOCIAL SERVICES AGENCY**

County Government – County of Orange  
 500 N. State College Blvd., Suite 100  
 Orange, CA 92868

Contact: Pam Young, (714) 541-7411, [Pamela.Young@ssa.ocgov.com](mailto:Pamela.Young@ssa.ocgov.com)

**2. BACKGROUND**

One (1) out of four (6) children, age 0-5, are at moderate or high risk for developmental, behavioral, or social delays 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 a minimum of 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 AND SCOPE OF WORK**

The purpose of this Agreement is to provide the 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 as a minimum for entry into the child welfare system.

CONTRACTOR shall provide 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.

3.1 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.

Exhibit A  
 Page 2 of 4

Children and Families Commission of Orange County  
 (1/17/17)

County of Orange Social Services Agency/Health Care Agency  
 CFCOC MOU # FCI-SSA-17: SSA MOU #CPY3117

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

3.1.3 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.

3.1.4 Documentation and Reporting: Document nursing assessments, prioritization of care needs, interventions including linkages to community resources, and collection and reporting of demographic data.

3.2 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.

3.3 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.

3.4 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.

3.5 SSA shall work collaboratively with the PHNs in obtaining the necessary testing and services for the children served in ECSOC.

3.6 SSA shall provide the PHNs and the IPT with office space at an SSA Facility. 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.

3.7 SSA and HCA will budget for and provide the following staff and supplies:

3.7.1 5.0 FTE Public Health Nurses - \$752,291:

Minimum Qualifications: Current California Registered Nurse licensure, and Public Health Nurse Certification.

3.7.2 1.0 FTE Information Processing Technician - \$64,938:

Minimum qualification: High school diploma or equivalent.

3.7.3 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.

3.7.4 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.

3.7.5 ECSOC supplies, materials, training - \$18,000

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3.7.6 Indirect/Administrative Expenses - \$151,299

4. **ATTACHMENTS TO EXHIBIT B**

None

5. **WAIVERS/AMENDMENTS TO AGREEMENT**

None.

6. **INVOICING/PAYMENT ELECTIONS**

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

**6.1** Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

**6.2** Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

**6.3** Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services [CONTRACTOR's entire final quarterly invoice attributable and allocable to Services] ("Retention Amount") as described in Subparagraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

7. **Funding Source and Additional Requirements (as applicable)**

**7.1** The parties acknowledge that funding for this Agreement includes (federal funding, or California Child Signature Program grant funds).

**7.2** The records retention period for this Agreement shall be five (5) years from the date of final disbursement of funds under this Agreement or the completion of any pending.

8. **CMAA and TCM (as applicable)**

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**EXHIBIT A-1**  
**WORK PLAN FOR JULY 1, 2017 THROUGH JUNE 30, 2018**

Date of Draft: 3-4-17

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3-10-17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3-10-17

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-17
<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 Instructions</b>				
<ul style="list-style-type: none"> <li>• Monthly service update: Update ALL services every month whether or not a service has been provided during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on 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, 2017 - July 31, 2017.</li> <li>• New Clients: All clients are new starting July 1, 2017; this includes clients 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> <li>• Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.</li> <li>• Multiple services updates in one month: if updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.</li> </ul>				

### Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones,	HC 2.2.1 Children receive developmental and/or behavioral screening using AAP	Children 0-5	350 unduplicated children	7/1/17	6/30/18	Children: Children are "new" to this service in month where first receiving this screening and repeat in

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Children and Families Commission of Orange County  
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## Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
with linkage to appropriate services		vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	recommended tools (e.g. PEDS, ASQ, ASQ-SE, MCHAT, Child Behavior Checklist).					subsequent months if rescreened. Services: Total # of developmental or behavioral screenings provided during the month. Period Narrative: Brief description of screenings provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	400 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a parent if you are re-referring for the same health concern. <b>Services:</b> Total # of referrals provided <b>Notes:</b> Brief description of referrals provided

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Children and Families Commission of Orange County  
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Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home.	HC.3.2.1 Children are linked to a health care home	Children 0-5	50 unduplicated children	7/1/17	6/30/18	<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.
HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	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%.	HC.3.4.1 Children are linked to a dental home	Children 0-5	50 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children linked to referred dental home (as a result of this program's efforts). Always new. <b>Notes:</b> Brief description.

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Increased access to and availability of family support services and resources	Information and Referral	SF.4.1 Increase community awareness of and linkage to available services	SF.4.1.4 Parents receive follow up on referrals and services are accessed	Parent	350 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents linked to referred services. Parents are "new" in the month where first receiving referral and repeat in subsequent months for referrals for new family support services and resources. <b>Services:</b> Total # of linked referrals. <b>Period</b>

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								<b>Narrative:</b> Brief description of services. Also include total number of referrals.
Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1d Dollar amount raised from government funds/grants	Dollars	\$840,000	7/1/17	6/30/18	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from government funding. Include brief description of funding source(s) and how \$'s are allocated to the program. Please indicate if local, State, Federal funding or combination of government sources.
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.2 Develop a fund development plan, which could include fundraising	Plans	1 plan	7/1/17	6/30/18	<b>Services:</b> # of plans completed <b>Notes:</b> Describe monthly efforts to achieve goal. When plan completed

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Children and Families Commission of Orange County  
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Activity	10 activities	7/1/17	6/30/18	<b>Services:</b> # of sustainability activities and/or coordination of services completed <b>Notes:</b> Describe efforts to sustain program and/or coordinate services
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered for month reported	Children 0-5	50 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

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**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 7/1/17 – 6/30/18		
	Title IV-E Funds	CFCOC Funds	Total ECSOC Funds
Staffing:			
• 5.0 FTE Public Health Nurses	\$676,891	\$75,400	\$752,291
• 1.0 FTE Information Processing Technician	64,938	4,600	69,538
<b><i>Staffing Subtotal</i></b>	741,829	80,000	821,829
Direct ECSOC Expenses (ECSOC Supplies, Materials, and Training):	18,000	0	18,000
Indirect / Administrative Expenses (Information Technology, Human Resources, Financial Support Staff, and Compliance)	151,299	0	151,299
<b>Total</b>	<b>\$911,128</b>	<b>\$80,000</b>	<b>\$991,128</b>

County of Orange Health Care Agency/ Social Services Agency	Funds Due 7/1/18– 6/30/19		
	Title IV-E Funds	CFCOC Funds	Total ECSOC Funds
Staffing:			
• 5.0 FTE Public Health Nurses	\$694,019	\$75,400	\$769,419
• 1.0 FTE Information Processing Technician	67,496	4,600	72,096
<b><i>Staffing Subtotal</i></b>	761,515	80,000	841,515
Direct ECSOC Expenses (ECSOC Supplies, Materials, and Training):	19,000	0	19,000
Indirect / Administrative Expenses (Information Technology, Human Resources, Financial Support Staff, and Compliance)	154,923	0	154,923
<b>Total</b>	<b>\$935,438</b>	<b>\$80,000</b>	<b>\$1,015,438</b>

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Children and Families Commission of Orange County  
(1/17/17)County of Orange Social Services Agency/Health Care Agency  
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County of Orange Health Care Agency/ Social Services Agency	Funds Due 7/1/19 – 6/30/20		
	Title IV-E Funds	CFCOC Funds	Total ECSOC Funds
Staffing:			
• 5.0 FTE Public Health Nurses	\$715,319	\$75,400	\$790,719
• 1.0 FTE Information Processing Technician	69,469	4,600	74,069
<b><i>Staffing Subtotal</i></b>	<b>784,788</b>	<b>80,000</b>	<b>864,788</b>
Direct ECSOC Expenses (ECSOC Supplies, Materials, and Training):	21,000	0	21,000
Indirect / Administrative Expenses (Information Technology, Human Resources, Financial Support Staff, and Compliance)	159,207	0	159,207
<b>Total</b>	<b>\$964,995</b>	<b>\$80,000</b>	<b>\$1,044,995</b>

<b>TOTAL TITLE IV-E FUNDS:</b>	<b>\$2,811,561</b>
<b>TOTAL CFCOC MAXIMUM PAYMENT OBLIGATION:</b>	<b>\$240,000</b>
<b>TOTAL PROJECT ALLOCATION:</b>	<b>\$3,051,561</b>

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Children and Families Commission of Orange County  
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**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 solely 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 the 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), such as 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.

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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 otherwise required by law; including state, federal, or local law or regulation; or pursuant to a court order, subpoena, or other legal order 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

#### Exhibit C

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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, in accordance with 45 CFR 164.410.

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

**Exhibit C**

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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.

#### Exhibit C

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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.

#### Exhibit C

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