

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**AND**  
**COUNTY OF ORANGE**  
**FOR PROVISION OF**  
**PUBLIC HEALTH NURSING SERVICES FOR**  
~~**BRIDGES MATERNAL CHILD HEALTH NETWORK**~~  
**BRIDGES PRENATAL-TO-THREE NETWORK**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) entered into as of the 1st day of July 1, 2020 (“Date of MOU”), which date is enumerated for purposes of reference only, is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **COUNTY OF ORANGE**, a political subdivision of the State of California (“COUNTY”). This MOU shall be administered by the Executive Director of COMMISSION or his/her authorized designee (“ADMINISTRATOR”). COMMISSION and COUNTY may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

**A.** 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 adopted legislation set forth in 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 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

**B.** COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of the MOU may be further amended, updated, and/or revised (“Strategic Plan”).

**C.** On February 5, 2020, the COMMISSION approved and authorized COMMISSION to enter into an agreement with COUNTY.

**D.** On June 3, 2020, COMMISSION approved and authorized additional funding for COMMISSION’s agreement with COUNTY for the CalWORKs Home Visiting Program.

E. COMMISSION desires to contract with COUNTY to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this MOU and the Work Plans, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4.

F. COUNTY's health sector plays an important role in creating an early relationship with families to ensure addition to health outcomes. This early focus on maternal child health also plays a significant role in fostering resilience in children and families. Resilience is important in ensuring that children are ready and learning when they start school.

G. A child's brain develops faster from birth to age three than at any later period in life, forming the foundation for all future learning, behavior, and health. A wealth of research over the past twenty years has demonstrated the significance of early life experiences for long-term health, development, and social wellbeing. Protective factors and positive childhood experiences, especially through strengthened relationships, help mitigate the impact of toxic stress and adversity on lifelong health. COMMISSION believes in the vital importance of early prevention and the existence of coordinated, effective systems that support families in developing resilience for themselves and their children, particularly during the prenatal-to-three period. The Bridges Prenatal-to-Three Network (Bridges) is an example of such a system. Bridges is a countywide program implemented by a network of 10 hospitals, 3 community organizations, and the Orange County Health Care Agency's Community and Nursing Services Division. Collectively, Bridges participating hospitals screen nearly 70% of all women who give birth in Orange County, using a standardized risk screening algorithm to identify women and infants who are most likely to benefit from home visiting and/or linkage to other services and supports. Bridges is a two-generational model that aims to provide new parents the needed supports to ease their transition into parenthood. In this way, infants and young engage from the very beginning with parents who have gained the knowledge, skills, and hands-on experience to provide more sensitive and responsive caregiving.

H. COUNTY desires to provide the services as referenced in Work Plans, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 (together, "Services") in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this MOU.

#### **ARTICLE I. TERM**

The term of this MOU shall commence on July 1, 2020 and terminate on June 30, 202~~4~~<sup>7</sup>, unless earlier terminated in accordance with Article VII, Termination.

#### **ARTICLE II. DEFINITIONS**

COUNTY and COMMISSION agree to the following terms and definitions.

A. **MEDICALLY HIGH RISK INFANT PROGRAM** – A program that provides support for health access, family support and intensive case management services to families with medically

at-risk infants who reside in Orange County, have graduated from a Neonatal Intensive Care Unit (NICU), are less than one year of age chronologically, are at risk for developmental delays based on identified factors such as prematurity, very low birth weight, feeding or tonal problems, birth defects, poor parent-infant attachment, and have the potential for developmental and quality of life improvement. Criteria for the home visitation schedule will be mutually agreed upon between the COUNTY and COMMISSION.

B. NURSE FAMILY PARTNERSHIP – A Public Health Nursing (PHN) service to provide home-based comprehensive case management services to low-income pregnant women who are no more than twenty-eight (28) weeks pregnant. The Services will focus on improving pregnancy outcomes, child health and development and family self-sufficiency through the child’s second year. Services provided may include, but not limited to, case management, home visitation, parent education, health/psychosocial assessments, developmental screenings and referrals to community resources. The goals of the program are to increase the percentage of children born and remaining healthy, increase the knowledge and skills of parenting, decrease the preventable childhood injuries, promote child and family health, promote optimal child development and connect families to needed medical, social, educational and other needed resources.

C. CalWORKs HOME VISITING PROGRAM (HVP) – One of the pillars of the multi-agency CalWORKs HVP includes offering home visiting services to pregnant and parenting CalWORKs recipients through the Nurse Family Partnership® (NFP) program. The purpose of the CalWORKs HVP includes: supporting positive health, development, and well-being outcomes for pregnant and parenting women, families and infants born into poverty; expanding their future educational, economic and financial capability opportunities; and improving the likelihood that they will exit poverty. CalWORKs HVP allows expansion of services to eligible CalWORKs recipients. HCA will further support CalWORKs HVP through review, triage, and distribution of client referrals to other CFCOC-funded CalWORKs HVP partners including, MOMS Orange County, Children’s Bureau, and The Priority Center, as well as provide enrollment support in times of diminished referral flow. In addition, NFP Public Health Nurses (PHNs) will provide technical assistance and training to the respective HVP partners.

D. PERINATAL ASSESSMENT AND COORDINATION TEAM- Provides health care coordination, health education, and case management services to pregnant women who have histories of substance abuse, sexual, physical and/or mental abuse, high risk medical condition, and/or mental health issues, are homeless, incarcerated and/or living with HIV infection to ensure their newborns are born healthy and drug-free The program promotes a stable home environment for the newborns. Services include home visitation, case management, transportation, health insurance application assistance, health and parenting education, home safety assessments, and developmental screenings

**ARTICLE III. PROGRAM SUMMARIES –**  
**BRIDGES MATERNAL CHILD HEALTH NETWORK**

A. **MEDICALLY HIGH RISK INFANTS**

1. Services – COUNTY shall provide Services under this MOU to families referred through Bridges Prenatal-to-Three Network and through Community referrals. COUNTY Public Health Nurses (PHNs) shall:

a. Provide family support services to families with children, ages birth to three (3) years, who have medical and/or psychosocial risk factors, which may impede the child from access to health services, family self-sufficiency, and/or readiness for school, generally in-home and by telephone, which shall include:

- 1) Case management services,
- 2) Parent education, and
- 3) Counseling services.

b. Utilize the Bridges Screening Tool completed and provided by Bridges Prenatal-to-Three Network.

c. Use validated standardized assessment tools/instruments to provide:

- 1) In-home health and psychosocial evaluations to families with children served;
- 2) Developmental assessments to children served.

d. Develop an individual care plan in collaboration with the client to prioritize needs and determine goals, including timelines with special emphasis on goals addressing the health needs of the client and child(ren), education/vocation, and family planning

e. Conduct home safety assessments for each of the families receiving Services under this MOU.

f. Provide for basic health education and parenting skills training as needed.

g. Provide assistance in referring families to apply for Medi-Cal or Covered California or other health insurance coverage if needed.

h. Identify resources to meet family needs which shall include, but not be limited to, parent education, access to health coverage, and referral to appropriate medical or mental health providers, nutritionists, and other professionals as necessary to provide families access to specialty services.

i. Follow-up to ensure that families referred actually obtain health coverage and access medical and mental health services and other necessary services.

j. Provide assistance to families receiving Services under this MOU with respect to access to medical care, [Family Wellness Plans](#), substance use disorder treatment, mental health services, adult education, domestic violence, school readiness services, and job services.

k. Maintain client charts, which shall include, but not be limited to, a copy of all

home safety assessments, screening and assessment tools administered, service plans, and documentation of services provided.

l. Develop home visitation and phone follow-up schedules in accordance with Bridges Prenatal-to-Three Network Guidelines, which facilitate intensive intervention and support, with decreasing intensity over time, for the first three (3) years adjusted, with an emphasis on the first two (2) years of a child's life. The following intervention schedule is presented here as a guide as to how COUNTY may structure Services to meet the individual needs of high risk families.

1) Level I – PHN provides a minimum of six (6) home visits within the first six (6) months following enrollment and phone contacts as needed to provide support and ensure that needed services are received. Families shall remain in Level I for the first six (6) months of service.

2) Level II – PHN provides at least bi-monthly home visits to families with phone contacts as needed to provide support and ensure that needed services are received. Families shall remain on Level II during the second six (6) months of their first year of service.

3) Level III – PHN provides at least quarterly home visits to families with phone contacts as needed to provide support and ensure that needed services are received. Families shall remain on Level III until the age of thirty-six (36) months.

m. Client status is evaluated twice to determine if Services should be continued based upon achievement of specific milestones. The first evaluation will occur at twelve (12) months. The second evaluation will occur at eighteen (18) months or may occur at twenty-four (24) months if the child receives Services until the age of thirty-six (36) months.

n. Attend and participate in meetings as reasonably requested by COMMISSION with staff from Bridges Prenatal-to-Three Network organizations to include, but not be limited to, Bridges Hospitals, COMMISSION funded home visitation contractors, and COUNTY Community and Nursing Services, for the purpose of strengthening communication and coordination among providers such that services are maximized and families efficiently and effectively served.

o. Submit statistics and such other reports provided as may be reasonably requested by COMMISSION staff with respect to the Services specified in this MOU, including reports of program activities and available services capacity relating to the Services provided under this MOU.

p. Participate in program evaluation development and implementation as reasonably established by COMMISSION.

q. Perform outreach and conduct a home visit as soon as possible following receipt of a referral, and within three (3) business days and thirty (30) days of referral respectively. If referral does not meet program criteria, COUNTY will follow up with referring party to redirect

to another appropriate resource, as applicable. Criteria for appropriate program referrals will be mutually agreed upon between COUNTY and COMMISSION.

2. Outcomes To Be Achieved – The anticipated outcomes of this program, the outcomes as identified in the Exhibit A-1, Work Plan, and those Services described above are:

a. Parenting Support and Education: Parents receive client visits (in-person, telephonic or videoconferencing sessions).

b. Developmental Screening: Infants and children are screened for developmental milestones, including cognitive, vision, hearing speech, language, psychosocial issues, and other special needs, as appropriate.

c. Parenting Support and Education: Clients successfully complete service.

d. Parenting Support and Education: ~~Clients enroll in early learning services upon case closure.~~ Clients are given information on how to access support services that include but not limited to early learning services, Help Me Grow, and childcare.

e. Increase percentage of children growing up in a health and safe environment by reducing children ages 0-5 who are regularly exposed to tobacco smoke at home.

3. COUNTY and COMMISSION may mutually agree, in writing, to modify Exhibit A-1 work plan without substantially modifying the scope of work and obligations therein.

#### B. NURSE FAMILY PARTNERSHIP and CalWORKs HOME VISITATION PROGRAM

1. Services – COUNTY shall provide Services under this MOU to families referred through Bridges Prenatal-to-Three Network, CalWORKs and through Community referrals. COUNTY PHNs shall:

a. Conduct health assessments physical, psychosocial, and environmental status of clients and child(ren),

b. Conduct psychosocial assessments for the children which shall include evaluation of parenting behaviors, risk for child abuse and provision of basic needs.

c. Provide case management services for the families which shall include follow-up and referral of identified health care, nutritional, developmental, psychosocial, and safety needs.

d. Provide preventive health teaching for the children and their families which shall include information and anticipatory guidance on physical and cognitive development, nutrition, safety and injury prevention, hygiene, and the importance of routine medical care.

e. Provide education and nursing assistance related to breastfeeding.

f. Assure all children served have a medical home and ensure childhood immunizations are up-to-date.

g. Provide assistance to families in applying for and maintaining health insurance which includes Medi-Cal applications.

h. Provide individualized education regarding pregnancy, prenatal substance use

disorders if warranted, infant care, nutrition, infant growth, development and other content areas that impacts a child's healthy growth development.

i. Link all case-managed clients with a prenatal care provider and other specialists as needed and coordinate care.

j. Provide home visitation and case management to the child from birth until the child's second birthday with the focus on maternal and child health care and development.

k. Conduct home visits and/or telehealth visits using the following schedule: weekly for the first four weeks of service to pregnant women; every other week until delivery; weekly during the six (6) weeks after delivery; every other week through the child's twenty-first (21st) month; monthly through the child's twenty-fourth (24th) month. In COUNTY's sole discretion, reasonably incorporate guidance by Nurse Family Partnership, National Service Office to adapt visit schedule to meet client needs with the incorporation of telehealth visits to increase client engagement and retention.

l. Provide home visitation services in threshold languages for children 0-5 in Orange County.

m. Maintain client records, which shall contain the following information: client demographics, correspondence, client consent forms, infant growth charts, medical information, nursing prenatal, postpartum, infant, and psychosocial assessments, developmental screenings, home safety assessments, service plans, and documentation of services provided.

n. Provide appropriate professional clinical supervision including bi-weekly individual supervision, monthly team case conferences, and periodic client record checks.

o. Conduct a minimum of one thousand six hundred fifty (1,650) home including telehealth visits annually to provide public health nursing services.

p. Provide the Services in the homes of clients, other community locations, clinics/provider sites or treatment programs or telehealth visits for establishes low risk clients.

q. Attend and participate in meetings as reasonably requested by COMMISSION with staff from Bridges Prenatal-to-Three Network organizations to include, but not be limited to, Bridges Hospitals, COMMISSION funded home visitation contractors, and COUNTY Community and Nursing Services, for the purpose of strengthening communication and coordination among providers such that services are maximized and families efficiently and effectively served.

r. Submit statistics and such other reports provided as may be reasonably requested by COMMISSION staff with respect to the Services specified in this MOU, including reports of program activities and available services capacity relating to the Services provided under this MOU.

s. Participate in program evaluation, development, and implementation, as reasonably established by COMMISSION.

t. Perform outreach and conduct a home visit as soon as possible following receipt of a referral, and within three (3) business days and thirty (30) days of referral respectively. If referral does not meet program criteria, COUNTY will follow up with referring party to redirect to another appropriate resource, as applicable. Criteria for appropriate program referrals will be mutually agreed upon between COUNTY and COMMISSION.

u. For families identified as eligible for CalWORKs Home Visiting Program (HVP) by CalWORKs staff, from July 1, 2020, to June 30, 2023, PHNs shall additionally:

1) Receive and process referrals – receive and distribute participant referrals, including those referred by Social Services Agency (SSA) on a CalWORKs HVP Referral Form; distribute referrals to home visiting programs based on Bridges Network CalWORKs HVP referral protocol; and provide referral tracking reports.

2) Outreach and enroll eligible families – as referral processing capacity allows, outreach to families eligible for CalWORKs HVP to facilitate enrollment and process referrals for families interested in receiving services; and conduct outreach to NFP eligible families referred by SSA on a CalWORKs HVP Referral Form in accordance with goals captured in the SSA HVP Outcomes Log.

3) Provide CalWORKs HVP data reports in compliance with SSA and California Department of Social Services Specifications – Complete and submit monthly HVP State report as reasonably scheduled by COMMISSION. Complete and submit monthly SSA HVP Outcomes Log to include documentation of actions taken toward: acceptance of all referrals made by SSA; attempt to contact a minimum of eighty percent (80%) of referred Families that are NFP eligible within five (5) business days; scheduling of face-to-face meeting with a minimum of fifty percent (50%) of contacted Families within fifteen (15) business days; delivery of a face-to-face meeting with a minimum of eighty (80%) of referred and scheduled Families within fifteen (15) business days; identification of immediate needs during intake assessments and referrals for services within thirty (30) calendar days; attempts to survey all Families entering and exiting the program to assess the benefits of services received and Families' increased feelings of parental confidence.

4) Perform collaborative case management with Bridges Network partners – In cases of continued CalWORKs HVP participation beyond the Nurse Family Partnership® length of service, coordinate a minimum of one joint home visit with the applicable CalWORKs HVP home visiting agency partner to minimize attrition during program service transition; Coordinate distribution of material goods with the applicable CalWORKs HVP home visiting partner agencies to provide, in total, no more than \$500 per family of approved material goods to address baby and family safety and health needs, including tracking and documentation; Coordinate case management with HVP Early Learning Liaisons (ELL) and Orange County Department of Education to facilitate material goods distribution and connect families with child care and early



learning programs, including performing joint home visits with the ELL to address family needs, support early learning goals, complete early learning individualized care plan closure, and promote family enrollment in early learning program at time home visiting services terminate; Coordinate case management with designate SSA staff each month, at minimum, to promote enrollment and retention, address family needs, and discuss progress and concerns of Families.

5) Provide technical assistance and training to the respective HVP partners – provide consultation to help address emergent needs of CalWORKs HVP participants that may benefit from PHN expertise.

6) Participate in the Commission’s Evaluation and Contracts management System for program level reporting and the Bridges Connect system administered by COMMISSION for client-level reporting. Copies may be kept electronically in Bridges Connect and other approved data system. COUNTY shall make client files easily accessible for periodic review by COMMISSION or designee in order to verify services provided.

2. Outcomes To Be Achieved – The anticipated outcomes of this program, the outcomes as identified in the Exhibit A-2 and Exhibit A-3 Work Plans, and those services described above are:

a. Parenting Support and Education: Parents receive client visits (in-person, telephonic or video conferencing sessions).

b. Developmental Screening: Infants and children are screened for developmental milestones, including cognitive, vision, hearing speech, language, psychosocial issues, and other special needs, as appropriate.

c. Parent Support and Education: Clients successfully complete service..

d. Parenting Support and Education: Clients enroll in early learning services upon case closure..

e. CalWORKs Home Visiting Program (HVP), shall report on a., b., and d. above in addition to - Parenting Support and Education; Perform joint client visits with HVP Early Learning Liaison and/or HVP home visitation contractor (in-person, telephonic or video conferencing sessions).

3. COUNTY and COMMISSION may mutually agree, in writing, to modify Exhibit A-2 and Exhibit A-3 work plans without substantially modifying the scope of work and obligations therein.

C. PERINATAL ASSESSMENT and COORDINATION TEAM

1. Services – COUNTY shall provide perinatal assessment and coordination services to Orange County pregnant women, new mothers or newborns and infants who have current or history of substance use, chronic mental illness, sexual, physical or mental abuse, high risk medical conditions, perinatal mood and anxiety disorder (PMAD), are homeless, incarcerated and/or living with HIV infection. COUNTY PHNs shall:

a. Conduct outreach efforts to identify pregnant women who have histories of substance use, physical, mental and/or sexual abuse, chronic mental illness, high risk medical conditions, or Perinatal Mood and Anxiety Disorder (PMAD). Outreach efforts shall include, but not be limited to: letters, flyers, and presentations to medical and other professionals at community hospitals, clinics, treatment centers, drug courts, and/or shelters to describe the referral process and available program services.

b. Provide case management and educational services to include, but not be limited to, support in accessing and maintaining prenatal care, abstaining from alcohol and illicit substance use, stabilizing socioeconomic environment, health and psychosocial assessments, coordination of care, education about pregnancy, infant care, nutrition, women's health, domestic violence and infant growth and development.

c. Provide Services to pregnant women that shall include, but not be limited to: support in accessing and maintaining prenatal care, abstaining from alcohol and illicit ~~drug~~ substance use, and stabilizing their socioeconomic environment, health and psychosocial assessments, coordination of care, and education about pregnancy, infant care, nutrition, and infant growth and development, and other content areas that impacts a child's health growth development.

d. Provide Services to new mothers that shall include, but are not limited to: coordination of maternal health care, support in continued abstinence from alcohol and illicit substance use, assistance with health insurance enrollment for newborn, continued health and parenting education to include child safety and injury prevention, and referrals for treatment and community resources.

e. Provide Services to newborns and infants that shall include, but are not limited to: coordination of child health care, follow-up to ensure child receives well-child checks and immunizations, and developmental screenings conducted at six (6) months of age and/or case closure depending on length of service. If a child screens positive for a possible developmental delay, PHNs shall notify the infant's pediatrician and make appropriate referrals to address the concern.

f. Provide Services at clients' home, community locations, clinic/provider sites, and/or alcohol/ substance use disorder treatment programs.

g. Maintain client records that shall contain the following information: client demographics, correspondence, client consent forms, infant growth charts, medical information, nursing prenatal, postpartum, infant, and psychosocial assessments, developmental screenings, home safety assessments, service plans, and documentation of Service provided.

h. Attend and participate in meetings as reasonably requested by the COUNTY with staff from Bridges Prenatal-to-Three Network organizations to include, but not be limited to, Bridges Hospitals, COMMISSION funded home visitation contractors, COUNTY Community

and Nursing Services, for the purpose of strengthening communication and coordination among providers such that services are maximized and families efficiently and effectively served.

i. Submit statistics and such other reports provided as may be reasonably requested by COMMISSION staff with respect to the Services specified in this MOU, including reports of program activities and available services capacity relating to the Services provided under this MOU.

j. Participate in program evaluation development and implementation as reasonably established by COMMISSION.

k. Perform outreach and conduct a home visit as soon as possible following receipt of a referral, and within three (3) business days and thirty (30) days of referral respectively. If referral does not meet program criteria, COUNTY will follow up with referring party to redirect to another appropriate resource, as applicable. Criteria for appropriate program referrals will be mutually agreed upon between the COUNTY and COMMISSION.

2. Outcomes To Be Achieved – The anticipated outcomes of this program, the outcomes as identified in the Exhibit A-4, Work Plan, and those Services described above are:

a. Parenting Support and Education: Parents receive client visits (in-person, telephonic or video conferencing sessions).

b. Developmental Screening: Infants and children are screened for developmental milestones, including cognitive, vision, hearing speech, language, psychosocial issues, and other special needs, as appropriate.

c. Parenting Support and Education: Clients successfully complete service.

d. Parenting Support and Education: ~~Clients enroll in early learning services upon case closure.~~ Clients are given information on how to access support services that include but not limited to early learning services, Help Me Grow, and childcare.

3. COUNTY and COMMISSION may mutually agree, in writing, to modify Exhibit A-4 work plan without substantially modifying the scope of work and obligations therein.

#### **ARTICLE IV. ROLES AND RESPONSIBILITIES**

A. COMMISSION agrees to reimburse COUNTY up to a maximum payment obligation of ~~\$5,057,670~~ \$6,557,670 for the period of July 1, 2020 through June 30, 2023~~4~~ for Services provided under this MOU. COMMISSION further agrees to reimburse COUNTY up to a maximum payment obligation of ~~\$1,500,000~~ 4,500,000 for the period of July 1, 2023 through June 30, 2024~~7~~ for Services provided under this MOU. The funding for each Service Program may be modified upon mutual, written agreement by COUNTY and COMMISSION, or their designees.

B. COMMISSION shall pay COUNTY quarterly in arrears for the actual allowable costs incurred and paid by COUNTY to perform the Services required by this MOU in accordance with the amounts and categories as set forth in Article V, Budget.

C. COUNTY agrees to provide a claim to COMMISSION by the fifteenth (15th) calendar day of the month following the end of each quarter, with the exception of the quarter of each fiscal year of this MOU ending June 30<sup>th</sup> (“fourth quarter”). For the fourth quarter of each fiscal year, COUNTY agrees to provide an estimated claim by June 15th, which includes estimated costs for the month of June. COUNTY shall provide the final claim stating the actual costs for the fourth quarter by July 15th.

D. COMMISSION shall withhold the fourth quarter payment due to COUNTY for each fiscal year during this MOU until confirmation has been received, in writing, from COMMISSION’s contracted consultants that all Services for that fiscal year period and all required reporting as described in this MOU have been substantially and satisfactorily completed by COUNTY.

E. COUNTY shall provide timely budgetary information upon request from COMMISSION for inclusion in its budget and any other State and/or Federal reports.

F. COUNTY and COMMISSION 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.

G. COMMISSION shall provide technical assistance and equipment necessary to support COUNTY’s direct service staff performing Services and providing data reporting as required by this MOU.

H. In the event that COUNTY has not substantially completed the Services or the reporting as required during each fiscal year of this MOU, COMMISSION reserves the right to perform a Compliance Audit at its own cost, including a fiscal audit of the costs for each Program and the supporting documentation for each Program. COUNTY shall cooperate with COMMISSION in the performance of the Compliance Audit. Upon completion of a satisfactory Compliance Audit, COMMISSION shall release the fourth quarter payment due COUNTY for that fiscal year. COUNTY and COMMISSION may mutually agree in writing to extend the date by which the Compliance Audit is to be performed. In the event of an audit exception(s), COMMISSION shall deduct any such amount(s) from the fourth quarter payment due COUNTY. In the event that the audit exception(s) exceeds the amount of the fourth quarter payment due COUNTY, COUNTY shall pay the difference to COMMISSION. COUNTY shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Compliance Audit within six (6) months after issuance of the Compliance Audit report.

I. Any payment(s) made by COMMISSION to COUNTY in excess of that to which COUNTY is entitled under this MOU shall be immediately due to COMMISSION and repaid by COUNTY. COUNTY shall make repayment on any overpayment within thirty (30) days of COMMISSION’s request. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next

installment payment due or against the final claim amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and COUNTY shall pay COMMISSION the sum within thirty (30) days of written notice from ADMINISTRATOR. Nothing in this MOU shall be construed as limiting the remedies of COMMISSION in the event an overpayment has been made.

J. Source of COMMISSION Funding. COUNTY knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this MOU is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act and other funding awards. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this MOU is affected, then COMMISSION is and shall be relieved of obligations under this MOU, or this MOU shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this MOU, then COMMISSION shall be relieved of obligations under this MOU, or this MOU shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

K. From July 1, 2023 through June 30, 2024<sup>7</sup>, COUNTY shall provide:

1. Regular participation in the Home Visiting Countywide Collaborative (HVC) by HCA Community and Nursing Services (CNSD) Senior leadership.
2. Collective sharing of outreach and communication strategies to expand awareness in under-resourced communities and contribute in the discussion to develop universal language and communication around home visiting services in collaboration with community members and HVC partners.
3. Continued contribution in support of the collective goal and implementation strategies through the HVC.
4. Leveraging HVC's support and assistance to identify state and county funding streams to support the most effective use of home visiting programs to meet the needs of Orange County residents.

#### **ARTICLE V. BUDGET**

A. A. COMMISSION shall pay COUNTY in accordance with Article IV, Roles and Responsibilities, and the following annual budget, which may be adjusted by mutual written agreement between COUNTY and COMMISSION.

	ANNUAL COST 7/1/20— 6/30/21	ANNUAL COST 7/1/21— 6/30/22	ANNUAL COST 7/1/22— 6/30/23	ANNUAL COST 7/1/23— 06/30/24	TOTAL ANNUAL COST
<b>MEDICALLY HIGH- RISK INFANTS</b>					
—Salaries and Benefits	\$404,607	\$404,607	\$404,607	\$416,804	\$1,630,625
—Direct Project Expenses	\$11,207	\$11,207	\$11,207	\$5,095	\$38,716
—Indirect/Administrative Expenses	\$84,270	\$84,270	\$84,270	\$79,776	\$332,586
<b>TOTAL COST</b>	\$500,084	\$500,084	\$500,084	\$501,675	\$2,001,927
<b>NURSE FAMILY PARTNERSHIP</b>					
—Salaries and Benefits	\$205,543	\$205,543	\$205,543	\$214,611	\$831,240
—Direct Project Expenses	\$15,603	\$15,603	\$15,603	\$3,852	\$50,661
—Indirect/Administrative Expenses	\$42,810	\$42,810	\$42,810	\$41,077	\$169,507
<b>TOTAL COST</b>	\$263,956	\$263,956	\$263,956	\$259,540	\$1,051,408
<b>CalWORKs HOME VISITING PROGRAM</b>					
—Salaries and Benefits	\$444,402	\$0	\$0	\$0	\$444,402
—Direct Project Expenses	\$20,745	\$0	\$0	\$0	\$20,745
—Indirect/Administrative Expenses	\$92,523	\$0	\$0	\$0	\$92,523
<b>TOTAL COST</b>	\$557,670	\$0	\$0	\$0	\$557,670
<b>PERINATAL ASSESSMENT and COORDINATION TEAM</b>					
—Salaries and Benefits	\$592,862	\$592,862	\$592,862	\$606,588	\$2,385,174
—Direct Project Expenses	\$19,618	\$19,618	\$19,618	\$5,860	\$64,714
—Indirect/Administrative Expenses	\$123,479	\$123,479	\$123,479	\$126,337	\$496,774
<b>TOTAL COST</b>	\$735,960	\$735,960	\$735,960	\$738,785	\$2,946,665
<b>TOTAL AMOUNT— ALL PROGRAMS</b>	\$2,057,670	\$1,500,000	\$1,500,000	\$1,500,000	\$6,557,670 <sup>2</sup>

COMMISSION shall pay COUNTY in accordance with Article IV, Roles and Responsibilities, and the following annual budget, which may be adjusted by mutual written agreement between COUNTY and COMMISSION.

	ANNUAL COST 7/1/20—6/30/21	ANNUAL COST 7/1/21—6/30/22	ANNUAL COST 7/1/22—6/30/23
<b>MEDICALLY HIGH RISK INFANTS</b>			
—Salaries and Benefits	\$404,607	\$404,607	\$404,607
—Direct Project Expenses	\$11,207	\$11,207	\$11,207
—Indirect/Administrative Expenses	<u>\$84,270</u>	<u>\$84,270</u>	<u>\$84,270</u>
<b>TOTAL COST</b>	<b>\$500,084</b>	<b>\$500,084</b>	<b>\$500,084</b>
<b>NURSE FAMILY PARTNERSHIP</b>			
—Salaries and Benefits	\$205,543	\$205,543	\$205,543
—Direct Project Expenses	\$15,603	\$15,603	\$15,603
—Indirect/Administrative Expenses	<u>\$42,810</u>	<u>\$42,810</u>	<u>\$42,810</u>
<b>TOTAL COST</b>	<b>\$263,956</b>	<b>\$263,956</b>	<b>\$263,956</b>
<b>CalWORKs—HOME—VISITING PROGRAM</b>			
—Salaries and Benefits	\$444,402	\$0	\$0
—Direct Project Expenses	\$20,745	\$0	\$0
—Indirect/Administrative Expenses	<u>\$92,253</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL COST</b>	<b>\$557,670</b>	<b>\$0</b>	<b>\$0</b>
<b>PERINATAL—ASSESSMENT—and COORDINATION TEAM</b>			
—Salaries and Benefits	\$592,863	\$592,863	\$592,863
—Direct Project Expenses	\$19,619	\$19,619	\$19,619
—Indirect/Administrative Expenses	<u>\$123,479</u>	<u>\$123,479</u>	<u>\$123,479</u>
<b>TOTAL COST</b>	<b>\$735,961</b>	<b>\$735,961</b>	<b>\$735,961</b>
<b>TOTAL AMOUNT—ALL PROGRAMS</b>	<b>\$2,057,670</b>	<b>\$1,500,000</b>	<b>\$1,500,000</b>

B. BUDGET MODIFICATIONS. Either Party may request to shift funds between Programs, or between budgeted line items within a Program, for the purpose of meeting specific Program needs or for providing continuity of care to the clients. The requesting Party shall submit a properly completed Budget Modification Request to the other Party for consideration, in

advance, which will include a justification narrative specifying the purpose of the request and the amount of said funds to be shifted. The requesting Party shall obtain written approval of any Budget Modification Request(s) from the other Party prior to implementation.

C. FINANCIAL RECORDS. COUNTY shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of COUNTY shall be documented, and will be made in accordance with generally accepted accounting principles (GAAP).

### ARTICLE VI. STAFFING

A. From July 1, 2020 through June 30, 2023, COUNTY shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of this MOU. One (1) FTE will be equal to an average of forty (40) hours work per week.

POSITION	Medically High Risk Infants FTE	Nurse Family Partnership FTE	Perinatal Assessment and Coordination Team FTE	CalWORKs Home Visiting Program FTE
Public Health Nurse	2.00	1.00	3.00	1.75
Supervising Public Health Nurse	0.30	0.10	0.30	0.50
Information Processing Technician	0.25	0.25	0.50	1.00
<b>TOTAL</b>	<b>2.55</b>	<b>1.35</b>	<b>3.80</b>	<b>3.25</b>

B. From July 1, 2023 through June 30, 2024, COUNTY shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of this MOU. One (1) FTE will be equal to an average of forty (40) hours work per week.

POSITION	Medically High-Risk Infants FTE	Nurse Family Partnership FTE	Perinatal Assessment and Coordination Team FTE
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Public Health Nurse	2.00	1.00	3.00
Supervising Public Health Nurse	0.10	0.10	0.10
Information Processing Technician	0.30	0.10	0.35
TOTAL	2.40	1.20	3.45”

**C.B.** The Parties acknowledge that the funding provided by COMMISSION under this MOU shall be used by COUNTY to leverage other funding sources such as:

1. from July 1, 2020 through June 30, 2023, Targeted Case Management (TCM) to fund the Public Health Nursing Programs and that the staffing levels noted in the staffing table above reflect only the staffing funded directly by COMMISSION and does not reflect the full staffing level for each of the programs listed above and as referenced in Article XVI, Fiscal Leveraging.
2. from July 1, 2023 through June 30, 2024, MCAH Title XIX to fund the Public Health Nursing Programs and that the staffing levels noted in the staffing table above reflect only the staffing funded directly by COMMISSION and does not reflect the full staffing level for each of the programs listed above and as referenced in Article XVI, Fiscal Leveraging

**C.D.** COUNTY shall hire for provision of Services under this MOU only individuals who are licensed as a Registered Nurse, have a Public Health Nurse Certification, and have one (1) year of public health nursing experience for the Public Health Nurse positions under the Bridges Prenatal-to-Three Network program.

**C.E.** COUNTY shall hire for provision of Services under this MOU only individuals for Supervising Public Health Nurse positions for the Bridges Prenatal-to-Three Network program who are licensed as a Registered Nurse, have a Public Health Nurse Certification, and have two (2) years of experience as a licensed/certified public health nurse in a public health nursing setting. A Master’s degree in Nursing or Public Health may be substituted for one (1) year of experience of the general experience.

**C.F.** COUNTY shall hire for provision of Services under this MOU only individuals for the Information Processing Technician positions who have either a high school diploma or equivalent and the training and experience necessary to perform the necessary work

#### **ARTICLE VII. TERMINATION**

A. COUNTY and COMMISSION each reserve the right to terminate this MOU at any time, without cause, upon fifteen (15) days’ written notice to the other Party in the manner specified in Article X, Notices. Upon receipt of a notice of termination without cause, COUNTY shall immediately cease performance under this MOU, unless the Parties mutually agree to the continuation of specified Services.

B. In the event this MOU is terminated by either Party, after receiving a Notice of

Termination and except as otherwise agreed:

1. COUNTY shall no longer be obligated to perform the Services required under this MOU, except as otherwise mutually agreed in the Notice of Termination.

2. COMMISSION shall pay COUNTY for all Services performed up to the date of termination.

C. The rights and remedies of COUNTY with respect to termination of this MOU due to either Party's violation of the Health Insurance Portability and Accountability Act as set forth in Article VIII, Business Associate Terms and Conditions, are in addition to the rights and remedies of COUNTY provided in this Article VII.

D. The rights and remedies of COMMISSION and COUNTY provided in this Article VII are in addition to any other rights and remedies provided by law, equity, or otherwise expressed in this MOU.

### **ARTICLE VIII. BUSINESS ASSOCIATE TERMS AND CONDITIONS**

#### A. GENERAL PROVISIONS AND RECITALS:

The parties acknowledge that any information and client data provided by COUNTY to COMMISSION, pursuant to this MOU, regarding the Services shall be in aggregate form and is not anticipated to include any individually identifiable information that would be considered Protected Health Information (PHI). However, in the event that PHI is required to be shared by COUNTY with COMMISSION, the following Business Associate Terms and Conditions shall apply.

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 COMMISSION is a Business Associate of COUNTY for the purposes of this MOU.

3. It is understood by both parties that the HIPAA Security and Privacy Rules apply to the COMMISSION in the same manner as they apply to the covered entity (COUNTY). COMMISSION 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 COMMISSION consistent with the terms of this MOU.

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 COMMISSION pursuant to the terms of this MOU, some of which may constitute PHI as defined in Subparagraph B.6. below.

6. COUNTY and COMMISSION intend to protect the privacy and provide for the security of PHI disclosed to the COMMISSION pursuant to this MOU, 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 COMMISSION AS BUSINESS ASSOCIATE:

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

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

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

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

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

6. COMMISSION 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. COMMISSION 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. COMMISSION agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

8. COMMISSION 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 COMMISSION 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. COMMISSION 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. COMMISSION 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 MOU, 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. COMMISSION shall work with COUNTY upon notification by COMMISSION 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. COMMISSION shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. COMMISSION 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. COMMISSION shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.

3. Security Incidents. COMMISSION shall report any "security incident" of which it becomes aware to COUNTY. For purposes of this MOU, 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 COMMISSION.

**E. BREACH DISCOVERY AND NOTIFICATION:**

1. Following the discovery of a Breach of Unsecured Protected Health Information, COMMISSION 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 COMMISSION as of the first day on which the Breach is known to the COMMISSION, or by exercising reasonable diligence, would have been known to COMMISSION.

3. COMMISSION 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 COMMISSION, as determined by federal common law of agency.

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

5. The notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification. Thereafter, COMMISSION shall provide written notification containing the contents stated below, within five (5) business days. COMMISSION 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. COMMISSION'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 COMMISSION 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 COMMISSION 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 the parties are 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 COMMISSION 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 COMMISSION is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, COMMISSION shall have the

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

12. COMMISSION shall bear all expense or other costs associated with the Breach, that are incurred 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 COMMISSION:

1. Except as otherwise limited in this MOU, COMMISSION may use or disclose PHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in this MOU, 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. COMMISSION is permitted to use PHI as necessary for the proper management and administration of COMMISSION or to carry out legal responsibilities of COMMISSION. (ref. 45 CFR 164.504(e)(4)(i)(A-B)).

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

- a. The disclosure is required by law; or
- b. COMMISSION 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 COMMISSION of any instance of which it is aware in which the confidentiality of the Information has been Breached. (ref. 45 CFR 164.504(e)(4)(ii)).

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

**G. OBLIGATIONS OF COUNTY**

1. COUNTY shall notify COMMISSION 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 COMMISSION's use or disclosure of PHI.

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

3. COUNTY shall notify COMMISSION 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 COMMISSION's use or disclosure of PHI.

4. COUNTY shall not request COMMISSION 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 COMMISSION, or created or received by COMMISSION 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, Article VII, Termination, upon COUNTY's knowledge of a material breach by COMMISSION of the requirements of this Paragraph, COUNTY shall either:

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

b. Immediately terminate this MOU if COMMISSION 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 MOU, all PHI provided by COUNTY to COMMISSION, or created or received by COMMISSION on behalf of COUNTY, shall either be destroyed or returned to COUNTY as provided in Article VII, Termination, and in conformity with the Privacy Rule.

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



b. COMMISSION shall retain no copies of the PHI.

c. In the event that COMMISSION determines that returning or destroying the PHI is infeasible, COMMISSION 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, COMMISSION 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 COMMISSION maintains such PHI.

#### **ARTICLE IX. INDEMNIFICATION**

A. COMMISSION agrees to indemnify, defend and hold COUNTY, with counsel approved in writing by COUNTY, its officers, elected and appointed officials, officers, employees, directors, members, shareholders and/or affiliates, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, 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 COMMISSION, its officers, employees, or agents in the performance of this MOU. If judgment is entered against COMMISSION and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, COMMISSION and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold COMMISSION, with counsel approved in writing by COMMISSION, its officers, elected and appointed officials, officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, 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 COUNTY, its officers, employees, or agents in the performance of this MOU. If judgment is entered against COUNTY and COMMISSION by a court of competent jurisdiction because of the concurrent active negligence of COMMISSION, COUNTY and COMMISSION agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

C. Each Party agrees to provide the Indemnifying Party with written notification of any claim related to services provided by either Party pursuant to this MOU within thirty (30) calendar days of notice thereof, and in the event the Indemnifying Party is subsequently named party to the litigation, each Party shall cooperate with the Indemnifying Party in its defense.

D. This Article shall survive the termination or expiration of this MOU.

**ARTICLE X. NOTICES**

A. Unless otherwise agreed to by the Parties, all notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

COUNTY:

County of Orange  
Health Care Agency  
Procurement and Contract Services  
405 West 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92701-4637

COMMISSION:

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

B. All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. COMMISSION and COUNTY may mutually agree in writing to change the addresses to which notices are sent.

C. Each Party, including subcontractors, shall notify the other Party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose either Party to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence.

**ARTICLE XI. RECORDS MANAGEMENT AND MAINTENANCE**

A. COMMISSION and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to COUNTY's records for the purpose of monitoring performance and provision of the Services pursuant to this MOU. COUNTY shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by COMMISSION. In the event COUNTY does not make available its records within the borders of Orange County, COUNTY agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain COUNTY's records.

B. COMMISSION and COUNTY, and their respective officers, agents, employees and subcontractors shall, throughout the term of this MOU, prepare, maintain and manage records in accordance with this MOU and all applicable requirements.

C. COMMISSION and COUNTY shall each implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health

Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations, COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA P&P 1-2), and the COMMISSION's Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be amended or changed after the Date of MOU. COMMISSION and COUNTY shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state laws, regulations, and/or COMMISSION or COUNTY policies.

D. COUNTY's participant, client, and/or patient records shall be maintained in a secure manner. COUNTY and COMMISSION shall maintain participant, client, and/or patient information and must establish and implement written management procedures.

E. COUNTY shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

F. COMMISSION and COUNTY shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

G. COUNTY and COMMISSION may retain participant, client, and/or patient documentation electronically in accordance with the terms of this MOU and common business practices. If documentation is retained electronically, COUNTY and COMMISSION shall, in the event of an audit or site visit:

1. Have documents readily available for a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. COUNTY and COMMISSION shall ensure compliance with requirements pertaining to the privacy and security of Personally Identifiable Information (PII) and/or PHI. COUNTY and COMMISSION shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI notify other Party of such breach pursuant to Article VIII, Business Associate Terms and Conditions.

I. COUNTY or COMMISSION may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, attributable to the other Party including, but not limited to, the costs of notification.

J. COUNTY and COMMISSION shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. COUNTY and COMMISSION shall retain all financial records for a minimum of seven (7) years from the expiration or termination of the MOU, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

L. COUNTY and COMMISSION shall make records pertaining to the costs of Services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

M. If COUNTY is unable to meet the record location criteria above, COMMISSION may provide written approval to COUNTY to maintain records in a single location, identified by COUNTY.

N. If COMMISSION is unable to meet the record location criteria above, COUNTY may provide written approval to COMMISSION to maintain records in a single location, identified by COMMISSION.

O. This Article shall survive the termination or expiration of this MOU.

#### **ARTICLE XII. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this MOU or application thereof to any person or circumstances to be invalid or if any provision of this MOU contravenes any federal, state, county or local statute, ordinance, or regulation, the remaining provisions of this MOU or the application thereof shall remain valid, and the remaining provisions of this MOU shall remain in full force and effect, and to that extent the provisions of this MOU are severable.

#### **ARTICLE XIII. STATUS OF COUNTY AND COMMISSION**

COMMISSION and COUNTY are, and shall at all times be deemed to be, independent bodies and shall be wholly responsible for the manner in which each performs the terms and conditions required of it by the terms of this MOU. COUNTY is solely responsible for compensating employees, subcontractors, consultants, and other agents employed by COUNTY. COMMISSION is solely responsible for compensating employees, subcontractors, consultants, and other agents employed by COMMISSION. This MOU shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and COMMISSION or any of COUNTY's or COMMISSION's employees, agents, consultants, or subcontractors. COUNTY and COMMISSION each assumes the exclusive responsibility for the acts of its own employees, agents, consultants, or subcontractors as they relate to the Services to be provided during the course and scope of their employment.

#### **ARTICLE XIV. WAIVER OF DEFAULT OR BREACH**

Waiver by either Party of any default by the other Party shall not be considered a waiver of any subsequent default. Waiver by either Party of any breach by the other Party of any provision

of this MOU shall not be considered a waiver of any subsequent breach. Waiver by either Party of any default or any breach by the other Party shall not be considered a modification of the terms of this MOU.

**ARTICLE XV. COUNTY OBLIGATION TO PROVIDE DATA FOR  
COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM**

A. Services under this MOU include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. COUNTY acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this MOU, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including COUNTY, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. COUNTY agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this MOU in order for COMMISSION to track, analyze, and evaluate all services provided by COUNTY and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by COUNTY shall be determined by ADMINISTRATOR.

B. COUNTY acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this MOU, there shall be project-level reporting to COMMISSION with respect to COUNTY's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plans, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4. COUNTY agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. COUNTY shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this MOU in order for COMMISSION to track, analyze, and evaluate all Services provided by COUNTY and each and all of COMMISSION's funding

recipients.

### **ARTICLE XVI. FISCAL LEVERAGING**

A. In conjunction with the activities and scope of services described in this MOU, and the Targeted Case Management (TCM) Services Agreement signed with the Local Government Agency (LGA) identified as the County of Orange Health Care Agency (HCA) for the purpose of this MOU as well as the approved Application Funding Agreement with the California Department of Public Health Maternal Child and Adolescent Health Program for Title XIX, COUNTY shall participate as directed by COMMISSION in either the Targeted Case Management Program or Title XIX in an effort to provide case management services that assist Medi-Cal-eligible individuals to access needed medical, social, educational and other services. Case management services ensure that the changing needs of the Medi-Cal-eligible client are addressed on an ongoing basis and that appropriate choices are provided from the widest array of options for meeting those needs. TCM service components and Title XIX include needs assessment, setting needs objectives, individual services planning, service scheduling, crisis assistance planning, re-evaluation of service effectiveness, or other activities that are directly related to the provision of TCM or Title XIX services.

1. COUNTY shall provide Target Case Management (TCM) Medi-Cal Program or Title XIX matchable services to clients identified in need of those services in accordance with TCM guidelines and in compliance with County, State and Federal requirements for the program.

a. Each year by July 1, COUNTY shall notify COMMISSION which of the following options it has selected in applying TCM reimbursed expenses to contracted services. (Option A) utilize identified state funds received as the result of the State of California's Medi-Cal TCM program to provide additional services under this MOU or any future agreement for substantially the same services; or, (Option B) apply TCM reimbursement ration from the prior year's TCM claim to reduce claims for actual program expenses invoiced under the current MOU.

b. If Option A is selected by COUNTY pursuant to paragraph 1(a) above, COUNTY shall produce a report identifying the number of additional clients served during the term of this MOU, or the number of additional clients to be served under a future agreement for substantially the same services, by leveraging TCM funds.

### **ARTICLE XVII. NO SUPPLANTING OF GOVERNMENT FUNDS**

COUNTY shall not supplant government funds intended for the purposes of this MOU with any other funds intended for the purposes of this MOU. COUNTY shall not submit a claim for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this MOU and substantive criterion in COMMISSION's selection of

COUNTY for the Services provided under this MOU and in furtherance of the express directives of the Act, COUNTY is required to ensure that, in the performance of this MOU, all funding shall be expended and used to supplement, not supplant, existing levels of service.

**ARTICLE XVIII. FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

**ARTICLE XIX. ALTERATION OF TERMS**

This MOU, together with and including any Exhibits fully express all understanding of the Parties with respect to the subject matter of this MOU and shall constitute the total agreement between the Parties. Unless otherwise expressly stated in this MOU, no amendment, addition to, or alteration of, the terms of this MOU, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

WHEREFORE, COMMISSION and COUNTY have caused this MOU to be effective in the County of Orange, State of California, on the date first above written.

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.

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

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

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

\_\_\_\_\_

CHAIR

COMMISSION SPECIAL COUNSEL

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

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

Alan Burns, Harper & Burns, LLP

COUNTY OF ORANGE

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

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

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

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

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





**Revised EXHIBIT A-1.1**

<b>Prenatal / PHN Home Visitation Work Plan<sup>1</sup></b> Medically High Risk Infants   FCI-HCA-13 July 1, 2023 to June 30, 2024						
<i>Strategic Goals and Objectives</i>	<i>Milestone</i>	<i>Description</i>	<i>Program Data Type</i>	<i>Target</i>	<i>Reporting Period</i>	<i>Data Notes</i>
Resilient Families – Family Support Services	Parenting Support and Education	Number of parents who receive client visits (in-person, telephonic or video conferencing sessions)	Parent	40	July 2023- June 2024	Report monthly. Source: Agency records.
Resilient Families – Family Support Services	Parenting Support and Education	Number of client visits (in-person, telephonic or video conferencing sessions*)	Visits	360	July 2023- June 2024	Report monthly. Source: Agency records. (Delineation between type of visits to be collected and entered into notes)
Comprehensive Health and Development – Early Identification	Developmental Screening	Number of children screened	Child	32	July 2023- June 2024	Report monthly. Source: Agency records.
<del>Comprehensive Health and Development – Early Identification</del>	<del>Developmental Screening</del>	<del>Number of clients entered in OC Children’s Screening Registry</del>	<del>Child</del>	<del>1</del>	<del>July 2023- June 2024</del>	<del>Report monthly. Source: Collect manually. Note: Target is “1” as program does not currently report into Registry. If HCA begins to report into Registry during the course of the year, program will report actual numbers.</del>
Resilient Families – Family Support Services	Parenting Support and Education	Number of clients successfully completing service	Family Case	10	July 2023- June 2024	Report monthly. Source: Agency records.
Resilient Families – Family Support Services	Parenting Support and Education	<del>Number of clients enrolled in early learning services upon case closure</del> Clients are given information on how to access	Family Case	10	July 2023- June 2024	Report monthly as cases close. Source: Agency records.

<sup>1</sup> Aggregate data to be entered monthly in High 5 System.

		support that include but not limited to (early learning, Help Me Grow, Childcare)				
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▪ **First 5 Orange County to request data to perform an annual evaluation of the following outcomes:**

- Developmental Progress (ASQs)
- Birthweight
- Preterm Labor
- Family Wellness Plan
- [Connections to Healthy Steps Clinics](#)
- [Child Well Visits](#)

▪ **Provide annual service counts and demographic data for First 5 “State Annual Reporting Data” in High 5 system.**

▪ **Submit monthly point-in-time Capacity Status Report to program leads.**

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1 Aggregate data to be entered monthly in High 5 System.

## Revised EXHIBIT A-2.1

<b>Prenatal / PHN Home Visitation Work Plan<sup>1</sup></b> Nurse Family Partnership   FCI-HCA-13 July 1, 2023 to June 30, 2024						
<b>Strategic Goals and Objectives</b>	<b>Milestone</b>	<b>Description</b>	<b>Program Data Type</b>	<b>Target</b>	<b>Reporting Period</b>	<b>Data Notes</b>
Resilient Families – Family Support Services	Parenting Support and Education	Number of parents who receive client visits (in-person, telephonic or video conferencing sessions)	Parent	25	July 2023- June 2024	Report monthly. Source: Agency records.
Resilient Families – Family Support Services	Parenting Support and Education	Number of client visits (in-person, telephonic or video conferencing sessions*)	Visits	600	July 2023- June 2024	Report monthly. Source: Agency records. (Delineation between type of visits to be collected and entered into notes)
Comprehensive Health and Development – Early Identification	Developmental Screening	Number of children screened	Child	25	July 2023- June 2024	Report monthly. Source: Agency records.
Comprehensive Health and Development – Early Identification	Developmental Screening	Number of clients entered in OC Children’s Screening Registry	Child	0	July 2023- June 2024	Report monthly. Source: Collect manually. Note: Target is “1” as program does not currently report into Registry. If HCA begins to report into Registry during the course of the year, program will report actual numbers.
Resilient Families – Family Support Services	Parenting Support and Education	Number of clients successfully completing service	Family Case	12	July 2023- June 2024	Report monthly. Source: Agency records.
Resilient Families – Family Support Services	Parenting Support and Education	<del>Number of clients enrolled in early learning services upon case closure</del> Clients are given <a href="#">information on how to access support that include but not limited to (early learning, Help Me Grow, Childcare)</a>	Family Case	15	July 2023- June 2024	Report monthly as cases close. Source: Agency records.

▪ **First 5 Orange County to request data to perform an annual evaluation of the following outcomes:**

- Developmental Progress (ASQs)
- Birthweight
- Preterm Labor
- ~~Child Well Visits~~
- Family Wellness Plan
- [Connections to Healthy](#)

<sup>1</sup> Aggregate data to be entered monthly in High 5 System.  
HCA ASR 24-000167

Developmental Progress (ASQs)

Birthweight

Preterm Labor

Child Well Visits

- **Provide annual service counts and demographic data for First 5 “State Annual Reporting Data” in High 5 system.**
- **Submit monthly point-in-time Capacity Status Report to program leads.**

## Revised EXHIBIT A-34.1

<b>Prenatal / PHN Home Visitation Work Plan<sup>1</sup></b> Perinatal Assessment and Coordination Team   FCI-HCA-13 July 1, 2023 to June 30, 2024						
<b>Strategic Goals and Objectives</b>	<b>Milestone</b>	<b>Description</b>	<b>Program Data Type</b>	<b>Target</b>	<b>Reporting Period</b>	<b>Data Notes</b>
Resilient Families – Family Support Services	Parenting Support and Education	Number of parents who receive client visits (in-person, telephonic or video conferencing sessions)	Parent	60	July 2023- June 2024	Report monthly. Source: Agency records.
Resilient Families – Family Support Services	Parenting Support and Education	Number of client visits (in-person, telephonic or video conferencing sessions*)	Visits	720	July 2023- June 2024	Report monthly. Source: Agency records. (Delineation between type of visits to be collected and entered into notes)
Comprehensive Health and Development – Early Identification	Developmental Screening	Number of children screened	Child	48	July 2023- June 2024	Report monthly. Source: Agency records.
<del>Comprehensive Health and Development – Early Identification</del>	<del>Developmental Screening</del>	<del>Number of clients entered in OC Children’s Screening Registry*</del>	<del>Child</del>	<del>0</del>	<del>July 2023- June 2024</del>	<del>Report monthly. Source: Collect manually. Note: Target is “1” as program does not currently report into Registry. If HCA begins to report into Registry during the course of the year, program will report actual numbers.</del>
Resilient Families – Family Support Services	Parenting Support and Education	Number of clients successfully completing service*	Family Case	15	July 2023- June 2024	Report monthly. Source: Agency records.
Resilient Families – Family Support Services	Parenting Support and Education	<del>Number of clients enrolled in early learning services upon case closure</del> -Clients are given <a href="#">information on how to access support that include but not limited to (early learning, Help Me Grow, Childcare)</a>	Family Case	15	July 2023- June 2024	Report monthly as cases close. Source: Agency records.

<sup>1</sup> Aggregate data to be entered monthly in High 5 System.  
HCA ASR 24-000167

Resilient Families – Family Support Services	Regular participation in the Home Visiting Countywide Collaborative (HVC) and support of the ongoing priorities and identified needs.	CNSD leadership actively participates in meetings and planning processes including development of outreach and communication strategies, collective goals, and identification of funding streams benefitting home visiting.	Update	12	July 2023- June 2024	Report monthly.  Source: Use F5OC template to document attendance at HVC meetings and summarize progress towards milestone goal. Upload to High 5 on a monthly basis.
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## EXHIBIT A-34.1

- **First 5 Orange County to request data to perform an annual evaluation of the following outcomes:**

- Developmental Progress (ASQs)
- Birthweight
- Preterm Labor
- Family Wellness Plan
- [Connections to Healthy Steps Clinics](#)
- [Child Well Visits](#)

- **Provide annual service counts and demographic data for First 5 “State Annual Reporting Data” in High 5 system.**
- **Submit monthly point-in-time Capacity Status Report to program leads.**