

**Memorandum of Understanding and Data Sharing Agreement
Between
Siskiyou County Health & Human Services Agency, Social Services
Division (SSD)
And
Siskiyou County Health & Human Services Agency, Public Health
Division (PHD)**

This agreement is entered into on July 1, 2024, by, and between Siskiyou County Health & Human Services Agency, Public Health Division (PHD) hereafter, referred to as “PHD”, and Siskiyou County Health & Human Services Agency, Social Services Division (SSD), hereafter, referred to as “SSD.” This agreement is a sub-award with the SSD considered the pass-through entity and PHD is the sub-recipient to carry out the CalWORKs Home Visiting Program (HVP) award on behalf of the SSD. Pursuant to federal regulations found in 2 CFR 200.328 and 2 CFR 200.331 pass-through entities are responsible for monitoring their sub-recipients’ compliance with federal grant management requirements and performance of federal awards. Sub-recipient monitoring may include but not limited to, site reviews, regular contacts, interviews, meetings, examination of records, as well as requiring that a sub-recipient be subject to an annual Single Audit.

- I. **PURPOSE** - The purpose of this agreement is to set forth the terms and conditions for PHD and SSD to support positive health, development and well-being outcomes for pregnant and parenting individuals, families and infants born into poverty. By helping families achieve stability while participating in HVP, the program strives to lay the foundation for other long-term goals, such as future educational opportunities, economic progress, and greater financial opportunities. This two-generational, whole family approach to service delivery will improve family engagement practices, support healthy development of young children living in poverty, and prepare parents for robust engagement in Welfare-to-Work activities and employment. This agreement identifies the roles and responsibilities of the PHD and SSD in an effort to connect parents with necessary resources, improve their parenting skills and household order, and ensure that their children have a safe and nurturing environment that allows them to thrive and grow. PHD and SSD shall provide the services described in “Attachment A” and “Attachment C” attached hereto. During the term of this MOU, “Attachment A” is subject to change based on regulatory and/or automated changes to the Statewide Automated Welfare System. Changes will be made during the term of this MOU as necessary.

II. BACKGROUND AND AUTHORITY - The CalWORKs is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by participating California counties established by Welfare and Institutions Code (W&IC) Sections 11330.6-11330.9. Continued funding for the HVP is subject to appropriation in the annual Budget Act. This application cycle will operate July 1, 2024 to June 30, 2025 (12 months).

III. TRAINING RESPONSIBILITIES by SSD - SSD is responsible for providing training to all PHD home visiting staff in the following areas before providing services:

- (A) CalWORKs, Cal-Learn, Medi-Cal and Cal-Fresh programs;
- (B) Cultural competency and implicit bias; and
- (C) Strengths-based practices for working with families with unmet needs.

Program training will be administered by SSD and includes, but is not limited to, areas listed above as well as supportive services such as childcare, transportation and ancillary services available to CalWORKs and Cal-Learn clients.

IV. PHD RESPONSIBILITIES - PHD is responsible for hiring and training of home visiting staff outside the scope of SSD responsibilities noted above in Section III. During the hiring process, potential home visiting staff are subject to a background check and fingerprinting. Selected home visitors will complete all training as required by Healthy Families America (HFA), prior to visiting homes. Home visitors are screened and selected based on qualifications and personal characteristics (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, dedicated to serving clients, willingness to work in a variety of situations and experience working with culturally diverse communities). All HFA home visiting staff are required to complete orientation training and Core HFA training on intensive role specific functions. Supervisors must complete the same courses as the home visitors with the addition of the implementation training, within 6 months of hire. For more detailed responsibilities refer to "Attachment A" attached hereto.

V. JOINT RESPONSIBILITIES -

(A) PHD and SSD participate in an established community advisory committee called the Home Visiting Advisory Board. This group meets at least quarterly and works with The Ford Family Foundation and Portland University to conduct studies, quality assurance and implement a systems informational hub throughout Southern Oregon and Siskiyou County. This larger Advisory board meets once annually to collaborate and improve "Systems Building" for all home visiting agencies.

(B) The SSD and PHD jointly participate in a monthly case management meeting to coordinate closely with county CalWORKs staff. During this meeting, the PHD will report to the SSD caseworker which clients were enrolled, not enrolled, or on the waitlist into the HVP. This list will be maintained and monitored by the PHD. Close coordination and communication between home visiting staff and the CalWORKs staff is essential to ensure that the families are served in a comprehensive and streamlined manner. These case management activities include assessing the family's needs, developing a case plan, monitoring progress in achieving case plan objectives, and ensuring the provision of all services specified in the case plan. The case plan will build on the strengths established during the home visiting period.

(C) Home visitors will work with families to develop "Family Goals" that build on family strengths and support the family in what they want to accomplish. Families will have an "active goal" at all times that they will be striving to achieve. The home visitor assists the family in the process of achieving these goals, and "family goals" will be reviewed and modified if needed periodically by the supervisor. The number of clients served by one full-time home visitor is approximately 10-15 when all are at the most intensive level of service, and no more than 20 clients when at a variety of levels. No caseload shall exceed an HFA case weight of thirty (30) points.

VI. TERM - This agreement will commence on July 1, 2024 and continue through June 30, 2025.

VII. FUNDING - The CalWORKs cycle of funding is an allocation for July 1, 2024 through June 30, 2025. Funding is subject to an appropriation in the annual Budget Act. The minimum funding allocation for Siskiyou County is \$146,340 for fiscal year 24/25. The Maternal Child & Adolescent Health (MCAH) Director or Coordinator will provide oversight of the CalWORKs Home Visiting Program (HVP), which is approved and supported from the MCAH budget. This allows the funding from CalWORKs to be used directly for administering case management, home visiting services, provide material goods, early learning and pre-service training requirements for home visitors, and administrative responsibilities related to the CalWORKs HVP. The PHD may enroll families throughout the funding cycle. The services authorized are not an entitlement and participating agencies may limit the number of families participating in the program to ensure that the costs do not exceed the amount of funds awarded to the agency for this purpose. Should the cost go over the allocation awarded, the PHD will be responsible for these costs.

VIII. CLAIMING - The SSD will claim allowable HVP costs to the quarterly County Expense Claim using the appropriate codes as outlined in "Attachment C". The SSD will claim the sub-recipient's administration (overhead) expenses separately from the sub-recipient's program services expenses. The PHD will time study for one month, every quarter. Sub-recipients will not time study directly to SSD time study codes. Instead, costs associated with sub-recipient personnel time will be reported as a direct cost to PINs ending in either TOE code 70 for Sub-recipient Administration time or 71 for Sub-recipient Non-Administration time. These costs are distributed based on the quarterly percentage/ratio of the type of population (Federal, Non-Federal or Non-Federal/Non-MOE) included in the overall HVP caseload.

SSD in coordination with the PHD has established a process to purchase a one-time, as needed "material goods". Material goods are considered goods purchased for a program participant's household related to care, health and safety of the child and family, which shall not exceed One Thousand Dollars (\$1,000). Material goods include, but are not limited to child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Prior to purchase, these material goods will be approved by the PHD Supervisor and claimed monthly as a direct cost to the type of population. Quarterly, the PHD must claim all costs to SSD on a cash basis, i.e., when it shows paid in Banner. The PHD will submit time studies, copies of claims, backup documentation, caseload data, and a summary claim report directly to SSD no later than the 30th of the month after the quarter end that captures all these costs, along with their codes. Indirect costs will be claimed according to the Indirect Cost Ratio per CDPH.

IX. REPORTING REQUIREMENTS - SSD and PHD will work together to ensure all required data is collected. SSD and PHD shall provide data necessary to administer the program and related to the outcomes of participants and children, including by race, ethnicity, national origin, primary and secondary language, and county. The data shall include program outcomes for the parents and children served in the program and these data components shall be developed in consultation with a stakeholder workgroup convened by the CDSS. Identified data the PHD will provide includes, but is not limited to, the following:

a. **Partner Performance**

- i. Number of home visits completed, including data on duration of families' enrollment in home visiting services.
- ii. Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.

b. Child and Family Indicators and Outcomes

- i. Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.
- ii. Rates of children receiving developmental screening and referrals for further assessment.
- iii. Rates of participation in early learning programs.
- iv. Service referrals by type (i.e., medical, educational, developmental).
- v. Services accessed by type.
- vi. Parental satisfaction with their gains in parenting skills and knowledge.
- vii. Food and housing stability.
- viii. Workforce training, employment, and financial stability.
- ix. Child welfare referrals and outcomes.
- x. Participation in educational programs or English as a Second Language programs, or both, as applicable.
- xi. Access to immigration services and remedies as applicable.
- xii. Additional descriptive and outcome indicators, as appropriate.

X. DATA - Data sharing for the purposes of the HVP will be collected and reported in a timely manner to persons/entities specified in the MOU. All confidential data made available in order to carry out this Agreement, will be protected from unauthorized use and disclosure through the observance of the same or more effective means required in the State Administrative Manual Sections 5300-5399, Civil Code Section 1798 et seq., W&IC Section 10850, and other applicable federal and/or State laws governing individual privacy rights and data security. Upon request, CDSS reserves the right to review, and then accept security and privacy procedures that are relevant to its data.

XI. CONFIDENTIALITY - PHD and SSD agree to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of W&IC Sections 10850 and 5328, the California Department of Social Services' Manual of Policies and Procedures, Division 19, the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Siskiyou, Health and Human Services Agency, and the Agreement between the Social Security Administration and the Department of Health Care Services, otherwise referred to as the 1137 Agreement to assure that:

(A) All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purposes of this MOU. No person shall publish or disclose, or use, or permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant for or recipient of public social services.

(B) The Medi-Cal Data Privacy and Security Agreement requires Contractors who assist SSD in its Medi-Cal functions, or Contractors who receive Personally Identifiable information (PII) from SSD to comply with substantive privacy and security requirements as listed in the Medi-Cal Data Privacy and Security Agreement, including “Attachment A”, and in the 1137 Agreement.

The Medi-Cal Data Privacy and Security Agreement, including “Attachment A”, and the 1137 Agreement are provided to Contractor electronically, and can be accessed by Contractor at the Siskiyou County Social Services Division website:

<http://www.co.siskiyou.ca.us/content/social-services-division>.

In the main center column of this page in the Section named “Supporting Documents”, look for the Resource Titles:

“Medi-Cal Privacy and Security Agreement”

AND

“SSA-DHCS Agreement 1137 and select “Download File” next to the resource title to be viewed or printed. If PHD is unable to access the electronic version of the Medi-Cal Data Privacy and Security Agreement or the 1137 Agreement, PHD shall notify SSD. SSD will provide PHD with a hard copy of each document.

PHD agrees to comply with the privacy and security safeguards contained in the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement. Signature by PHD on this Contract confirms agreement to comply with all provisions of the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement.

(C) PHD agrees to inform all of their officers, employees, agents, volunteers, contractors and subcontractors of the provisions mandated by W&IC Section 10850 and the California Department of Social Services’ Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.

XII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - PHD shall comply with, and assist SSD in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follow:

- (A) Use or Disclosure of Protected Health Information: PHD may use or disclose protected health information (PHI) to perform its obligations under the MOU, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information. Contractor shall not use, disclose, or allow the disclosure of PHI except as permitted herein or as required or authorized by law. PHD shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, PHD shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. PHD shall report to SSD any use or disclosure of PHI not provided for herein or HIPAA regulations. If PHD provides PHI to a third party, including officers, agents, employees, volunteers, contractors, and subcontractors, pursuant to the terms of the Contract, PHD shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.
- (B) Documentation and Accounting of Uses and Disclosures: PHD shall document any disclosures of PHI in a manner that would allow SSD to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. PHD shall provide SSD, in a time and manner designated by SSD, all information necessary to respond to a request for an accounting of disclosures of PHI.
- (C) Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, PHD agrees to amend PHI in its possession as requested by an individual or as directed by SSD, in a time and manner designated by SSD.
- (D) Access to Records: PHD shall make available to SSD or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by SSD or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing SSD's compliance with HIPAA regulations.
- (E) Termination of Agreement: Upon SSD's knowledge of a material breach of these provisions or HIPAA regulations, SSD shall, at its option, either provide PHD with an opportunity to cure the breach or immediately terminate this MOU. If PHD is given an opportunity to cure the breach but fails to do so within the time specified by SSD, SSD may terminate the MOU without further notice.

(F) Destruction of PHI: Upon termination of this MOU, PHD shall return to SSD all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of PHDs officers, agents, employees, volunteers, contractors, and subcontractors who shall retain no copies of the PHI. If PHD determines that returning or destroying the PHI is not feasible, PHD shall provide SSD with notice specifying the conditions that make return or destruction not feasible. If SSD agrees that return of the PHI is not feasible, PHD shall continue to extend the protections of this provision to the PHI for so long as PHD or its officers, agents, employees, volunteers, contractors, or subcontractors maintain such PHI.

XIII. NONDISCRIMINATION - PHD agrees to the terms, conditions set forth in the “Nondiscrimination in State and Federally-Assisted Programs” Addendum, attached hereto as “Exhibit B” and those terms, and conditions are hereby incorporated into the Contract by reference.

XIV. CHILD ABUSE AND NEGLECT REPORTING - PHD shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. PHD’s officers, employees, agents, and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

XV. CHANGES IN REGULATIONS - If SSD notifies PHD of a change in County, SSD, or California Department of Social Service regulations or guidelines affecting contract activities, PHD shall choose one of the following options and notify SSD in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that PHD operations are currently in compliance with the change in regulation or guideline; (2) Indicate that PHD is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by SSD; or (3) Notify SSD of termination of the MOU or seek modification of any terms of the MOU materially affected by a regulation or guideline change.

XVI. CONTACTS -

Shelly Davis, MN BSN PHN CCHP
Health and Human Services Agency
Director, Public Health Division
Director of Correctional Health Services
Office (530) 841-2140
Email: sdavis@co.siskiyou.ca.us

Patricia Barbieri
Health and Human Services Agency
Director, Social Services Division
Office (530) 841-2750
Email: pbarbieri@co.siskiyou.ca.us

XVII. GENERAL PROVISIONS -

(A) AMENDMENTS.

This agreement may be amended in writing at any time by written mutual consent of the parties.

(B) TERMINATION.

1. Termination of Funding. SSD may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.
2. Termination without cause. Either party without cause upon thirty (30) days written notice may terminate this agreement.
3. Termination with cause. Either party may terminate this agreement immediately if the terms of this agreement are violated in any manner.
4. Other grounds for termination. In the event that any other contract, or agreement, as being related to or necessary for the performance of this contract, terminates or expires, this agreement may be terminated upon the effective date of the termination of that MOU, informal agreement or contract, even if such termination will occur with less than thirty (30) days written notice.

IN WITNESS WHEREOF, PHD and SSD have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

TAXPAYER I.D. N/A

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>Activity Code</u>
2121	401015	595000	8328
2120	501010	795000	8328

If not to exceed, include amount not to exceed: \$146,340.00

AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the Party named below and possesses the authority to enter into this agreement on behalf of that Party and that the Party possesses the legal authority to enter into this agreement.

For Health and Human Services

Director: Sarah Collard, Ph.D.
Department Address: 818 S. Main St. Yreka, Ca. 96097
Phone Number: (530) 841-2761
Email Address: scollard@co.siskiyou.ca.us

Signature: DocuSigned by: Dr. Sarah Collard Date: 10/9/2024
F7262EB4B48F42B...

For SSD

SSD Representative: Patricia Barbieri
Department Name: Siskiyou County Health and Human Services Agency
County Title: Director of Social Services Division
Department Address: 818 S. Main St. Yreka, Ca. 96097
Phone Number: (530) 841-2750
Email Address: pbarbieri@co.siskiyou.ca.us

Signature: DocuSigned by: Patricia Barbieri Date: 10/9/2024
A4C71D607966470...

For PHD

PHD Representative: Shelly Davis, MN BSN PHN CCHP
Department Name: Siskiyou County Health and Human Services Agency
County Title: Director, Public Health Division
Director of Correctional Health Services
Department Address: 810 S. Main St. Yreka, Ca. 96097
Phone Number: (530) 841-2140
Email Address: sdavis@co.siskiyou.ca.us

Signature: DocuSigned by: Shelly Davis, Director Public Health Date: 10/9/2024
B9D7320FA8154D3...