

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of January 30, 2007

AGENDA TITLE: Amendment I to Memorandum of Understanding #063-M0611 with Public Health Department Retroactive to and Effective 7/1/06

DEPARTMENT: Human Services-Social Services

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: John Litwinovich

John Litwinovich

C Laura Schwab 1/10

DATE: 1/8/2007

PHONE: 6163

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Human Services-Social Services Division recommends that the Board:

- 1) Approve Amendment I to Memorandum of Understanding (MOU) #063-M0611 with the Public Health Department to increase the amount of Public Health Nurse time from .40 FTE to 1.0 FTE for provision of health-related services to at-risk clients of the Department of Human Services-Social Services Division during FY 2006/07 and FY 2007/08. The term remains 7/1/05 through 6/30/08, and the total amount of this three-year MOU shall increase by \$53,776 for an amount not to exceed \$274,447.
- 2) Authorize Chairman to execute said Amendment.

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Gill 1/11/07*

Processing was delayed pending receipt of the annual state allocation. As of 7/1/06, Public Health provided 0.5 FTE Public Health Nurse for the provision of at-risk families on both slopes (1.0 FTE total).

Financial impact? () Yes (X) No

Funding Source: (X) Gen Fund (X) Other

Other: Federal, State and County

BUDGET SUMMARY:

Total Est. Cost	\$274,447.00
Funding	
Budgeted	\$274,447.00
New Funding	\$0.00
Savings	\$0.00
Other	\$0.00
Total Funding	\$274,447.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

- 4/5's Vote Required () Yes (X) No
 Change in Policy () Yes (X) No
 New Personnel () Yes (X) No

CONCURRENCES:

- Risk Management /
 County Counsel /
 Other _____

***Explain** \$73,557 budgeted FY 2005/06, \$95,445 budgeted FY 2006/07 and \$105,445 budgeted FY 2007/08.

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES

John Litwinovich
Director

January 8, 2007

El Dorado County Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Members of the Board:

Title: Amendment I to Memorandum of Understanding #063-M0611 with Public Health Department
Retroactive to and Effective 7/1/06

Recommendations:

Human Services-Social Services Division recommends that the Board:

- 1) Approve Amendment I to Memorandum of Understanding (MOU) #063-M0611 with the Public Health Department to increase the amount of Public Health Nurse time from .40 FTE to 1.0 FTE for provision of health-related services to at-risk clients of the Department of Human Services-Social Services Division during FY 2006/07 and FY 2007/08. The term remains 7/1/05 through 6/30/08, and the total amount of this three-year MOU shall increase by \$53,776 for an amount not to exceed \$274,447.
- 2) Authorize Chairman to execute said Amendment.

Reasons for Recommendations:

The Board approved MOU #063-M0611 on 6/28/05 with the Public Health Department to enable Human Services to reimburse the Public Health Department at cost for .40 FTE Public Health Nurse for provision of health-related services to at-risk families in both Placerville (.20 FTE) and South Lake Tahoe (.20 FTE) served by the Department of Human Services, Social Services Division. These services proved highly beneficial to the welfare of the clients, and the departments agreed to increase the allocated time from .40 FTE to 1.0 FTE (.50 FTE for Placerville and 0.50 FTE for South Lake Tahoe) effective 7/1/06. Processing of the Amendment was delayed pending receipt of the CWS allocation and discussion between the two departments relative to funding and exact costs for the increase. The two Public Health Nurses increased their hours of service to Human Services effective 7/1/06, and Amendment is effective retroactive to that date. The term remains 7/1/05 through 6/30/08. The County officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Department of Human Services. County Counsel and Risk Management have approved the Amendment. A copy is on file with the Board Clerk.

Fiscal Impact:

The maximum dollar amount of this three-year MOU, as amended, is \$274,447. \$73,557 was budgeted for FY 2005/06, \$95,445 is budgeted for FY 2006/07 and \$105,445 will be budgeted for FY 2007/08. Funding sources are Federal, State and County.

Net County Cost: No change in the net county cost.

Action To Be Taken Following Approval:

Board Clerk to forward two originals of the executed MOU #063-M0611 to Procurements and Contracts.

Sincerely,

John Litwinovich
Director of Human Services

DATE 12/22/06
ATTORNEY FK
DEPT./INDEX NO. 026100
BY: 12/22/06

RUSH

Contract #: 063-M0611, AMD I

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:
Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department: _____
Head Signature: Bonnie H. Rich

CONTRACTOR:
Name: EDC Public Health Dept.
Address: _____
Phone: _____

CONTRACTING DEPARTMENT: Human Services
Service Requested: PHD staff at DHS sites as part of CPS Field Service Project
Contract Term: Expires 6/30/08 Amendment Value: 853,776-
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: Disapproved: _____ Date: 12-22-06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

06 DEC 22 PM 4:39

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: Disapproved: _____ Date: 12/27/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

06 DEC 27 PM 2:52

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

MEMORANDUM OF UNDERSTANDING #063-M0611
AMENDMENT I

This Amendment I to that Memorandum of Understanding (MOU), a financial Agreement, made and entered into by and between the El Dorado County Human Services Department (hereinafter referred to as "DHS") and the El Dorado County Public Health Department (hereinafter referred to as "PHD");

WITNESSETH

WHEREAS, DHS and PHD have entered into an Agreement that sets forth each agency's role and responsibility relative to the implementation and management of the program known as the "CPS Field Service Project", in accordance with MOU #063-M0611, dated June 28, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, DHS and PHD have mutually agreed to increase the .40 FTE (2 each @ .20) to 1 FTE (2 each @ .50) Public Health Nurses (PHN) to provide health-related services to at-risk families, hereby amending **1.A. Scope of Services** and **3. Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that MOU #063-M0611 shall be amended a first time as follows:

1. Scope of Services:

A. PHD agrees from July 1, 2005 through June 30, 2006 to:

- 1) Provide .40 FTE (2 each @ .20) Public Health Nurses (PHN), one each at the DHS sites located at 3057 Briw Road, Placerville, and 981 Silver Dollar, South Lake Tahoe, to provide health-related services to at-risk families. The PHNs shall provide this service during the mutually acceptable times and days and will include mutually agreed upon scheduled break times.
- 2) As appointing authority and employer of the PHNs, provide the responsibility for selection, hiring, training, supervision, monitoring and termination, and will provide staff with appropriate experience to handle the tasks herein required. Monitor, with direct supervisory oversight, the performance of the PHD PHNs.
- 3) Provide information to the designated DHS liaison of the PHNs' planned or unplanned absences.

- 4) Provide assurance the PHNs conform to the reasonable rules and regulations applicable to other staff working at the DHS sites.
- 5) Provide DHS with a liaison at PHD to communicate comments or concerns regarding the PHNs' performance. Communication shall be made in person, telephone or in writing to the designated PHD supervisor and/or program manager. Comments are intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding the PHNs. In absence of any written or verbal concerns, the PHD shall assume the PHNs' performance is satisfactory.

PHD agrees from July 1, 2006 through June 30, 2008 to:

- 6) Provide 1 FTE (2 each @ .50) Public Health Nurses (PHN), one each at the DHS sites located at 3057 Briw Road, Placerville, and 981 Silver Dollar, South Lake Tahoe, to provide health-related services to at-risk families. The PHNs shall provide this service during the mutually acceptable times and days and will include mutually agreed upon scheduled break times.
- 7) As appointing authority and employer of the PHNs, provide the responsibility for selection, hiring, training, supervision, monitoring and termination, and will provide staff with appropriate experience to handle the tasks herein required. Monitor, with direct supervisory oversight, the performance of the PHD PHNs.
- 8) Provide information to the designated DHS liaison of the PHNs' planned or unplanned absences.
- 9) Provide assurance the PHNs conform to the reasonable rules and regulations applicable to other staff working at the DHS sites.
- 10) Provide DHS with a liaison at PHD to communicate comments or concerns regarding the PHNs' performance. Communication shall be made in person, telephone or in writing to the designated PHD supervisor and/or program manager. Comments are intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding the PHNs. In absence of any written or verbal concerns, the PHD shall assume the PHNs' performance is satisfactory.

3. Compensation for Services:

The total amount of this MOU for each year, as amended, shall be in accordance with the following:

<u>Fiscal Year</u>	<u>Amount</u>
2005/2006	\$ 73,557
2006/2007	\$ 95,445
2007/2008	<u>\$105,445</u> (at cost – not to exceed \$105,445)
Total Not to Exceed	\$274,447

DHS policy is such that compensation is made in arrears and only after appropriate invoicing has been completed. Compensation for agreements made between County departments will be through a budget transfer or interface journal entry, unless otherwise specified under the terms of the agreements. For services provided herein, DHS agrees to pay PHD four quarterly payments annually, via journal entry, based on actual costs incurred. Said payments shall be based on quarterly submittals of cost reports/time studies detailing Skilled Professional Medical Person (SPMP) – PIN #138031 and non-SPMP – PIN #144031 activities. Of the funds received in conjunction with PIN #138031, 75% are federal funds, which cannot be used as match to receive other federal funds. Of the funds received in conjunction with PIN #144031, 50% are federal funds, which cannot be used as match to receive other federal funds.

June billing for each fiscal year must be submitted to DHS by June 15 in order for payment to be processed by June 30 (end of the fiscal year).

Except as herein amended, all other parts and sections of that MOU #063-M0611 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that MOU #063-M0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

PUBLIC HEALTH DEPARTMENT CONTRACT ADMINISTRATOR

By: Michael Ungeheuer Dated: 1/2/07
Michael Ungeheuer, Community Public Health Nursing Division Manager
Public Health Department

PUBLIC HEALTH DEPARTMENT HEAD

By: Gayle Erbe-Hamlin Dated: 1/2/07
Gayle Erbe-Hamlin, Director

HUMAN SERVICES DEPARTMENT

By: John Litwinovich Dated: 1/2/07
John Litwinovich, Director

EL DORADO COUNTY BOARD OF SUPERVISORS

By: _____ Dated: _____
Chairman

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

MEMORANDUM OF UNDERSTANDING #063-M0611

This Memorandum of Understanding (MOU), is a financial Agreement, made and entered into by and between the El Dorado County Human Services Department (hereinafter referred to as “DHS” and the El Dorado County Public Health Department (hereinafter referred to as “PHD”). This MOU sets forth each agency’s role and responsibilities relative to the implementation and management of the program known as the “CPS Field Service Project.

WITNESSETH

WHEREAS, DHS and PHD are departments of the County of El Dorado and are overseen by the El Dorado County Board of Supervisors; and

WHEREAS, DHS has determined it is necessary to obtain an agency to provide health-related services to at-risk families; and

WHEREAS, DHS has received Federal, State and Local funding for implementation and management of the CPS Field Service Project; and

WHEREAS, PHD has the responsibility, experience and expertise to provide the services described; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services:

A. PHD agrees to:

- 1) Provide .40 FTE (2 each @ .20) Public Health Nurses (PHN), one each at the DHS sites located at 3057 Briw Road, Placerville, and 981 Silver Dollar, South Lake Tahoe, to provide health-related services to at-risk families. The PHNs shall provide this service during the mutually acceptable times and days and will include mutually agreed upon scheduled break times.

- 2) As appointing authority and employer of the PHNs, provide the responsibility for selection, hiring, training, supervision, monitoring and termination, and will provide staff with appropriate experience to handle the tasks herein required. Monitor, with direct supervisory oversight, the performance of the PHD PHNs.
- 3) Provide information to the designated DHS liaison of the PHNs' planned or unplanned absences.
- 4) Provide assurance the PHNs conform to the reasonable rules and regulations applicable to other staff working at the DHS sites.
- 5) Provide DHS with a liaison at PHD to communicate comments or concerns regarding the PHNs' performance. Communication shall be made in person, telephone or in writing to the designated PHD supervisor and/or program manager. Comments are intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding the PHNs. In absence of any written or verbal concerns, the PHD shall assume the PHNs' performance is satisfactory.

B. PHN agrees to:

- 1) Provide outreach services, including culturally-sensitive home visits, to conduct physical, family dynamic, environmental, developmental and behavioral risk assessments to formulate nursing diagnoses which identify problems or potential problems, ideology and contribution factors which impact the wellness of the family and/or community, with a primary focus on CPS families.
- 2) Provide education and support services related to parenting skill development for parents of medically fragile children.
- 3) Provide referral interchange with all appropriate community agencies.
- 4) Work with community resources and health-care providers to furnish skilled professional assessment, case finding, care coordination, intensive informing, support and referral that increases access to care the client advocacy for at-risk target populations.
- 5) Identify and define at-risk target populations based on local peri-natal data and statistics, and develop strategies for outreach to the identified target populations.
- 6) Provide process measures and outcome measures that will allow inference about the success of program design, and as a basis for planning program continuation in FY 05/06.
- 7) Develop and utilize an appropriate tool which will provide information on units of service and program activities.
- 8) Participate in and provided data for the evaluation of the project.

C. DHS agrees to:

- 1) Provide the PHNs with a work area and client interview space that protects both PHN and client confidentiality and safety.

- 2) Provide the PHNs with appropriate furniture, if needed, to conduct business, i.e., workstation/desk, chair, telephone, computer, printer, guest chairs, shelving units.
- 3) Provide the PHNs with access to a copy machine and fax machine.
- 4) Provide the PHNs with janitorial services for the assigned workspace.
- 5) Provide the PHNs with access to restrooms and break rooms.
- 6) Provide the PHNs and their clients with ADA accessible parking spaces, if required.
- 7) Provide PHD with a DHS liaison at each site.
- 8) Provide supervisory support and guidance to resolve any concerns arising out of the PHNs' performance of tasks herein required.
- 9) Provide operational support for the PHNs.
- 10) Provide access to relevant program records, including, but not limited to, client identifying information, voluntary and involuntary service agreements, relevant court documentation and general information which would contribute to continuity of care.
- 11) Provide access to a computer network which stores information on client base or other relevant information which would contribute to continuity of care.
- 12) Provide opportunity to participate in multi-disciplinary meetings, department staff meetings and/or related activities to ensure appropriate networking with all relevant program staff.
- 13) Provide the PHNs with orientation to policies and safety procedure specific to the DHS operation.
- 14) Monitor program operation/performances without supervisory oversight of the PHNs.
- 15) Meet as appropriate but not less than quarterly with nursing administration for the express purpose of program oversight and PHN performance.

2. Term:

The term of this MOU shall be for the period of July 1, 2005 through June 30, 2008.

3. Compensation for Services:

The total amount of this MOU for each year shall be in accordance with the following:

<u>Fiscal Year</u>	<u>Amount</u>
2005/2006	\$ 73,557
2006/2007	\$ 73,557
2007/2008	<u>\$ 73,557</u>
Total	\$220,671

If State funding provides for a cost of living increase during the term of this MOU, an amendment will be processed to increase the compensation.

DHS policy is such that compensation is made in arrears and only after appropriate invoicing has been completed. Compensation for agreements made between County departments will be through a budget transfer or interface journal entry, unless otherwise specified under the terms of the agreements. For services provided herein, DHS agrees to pay PHD four quarterly payments annually, via journal entry, based on actual costs incurred. Said payments shall be based on quarterly submittals of cost reports/time studies detailing Skilled Professional Medical Person (SPMP) – PIN #138031 and non-SPMP – PIN #144031 activities. Of the funds received in conjunction with PIN #138031, 75% are federal funds, which cannot be used as match to receive other federal funds. Of the funds received in conjunction with PIN #144031, 50% are federal funds, which cannot be used as match to receive other federal funds.

June billing for each fiscal year must be submitted to DHS by June 15 in order for payment to be processed by June 30 (end of the fiscal year).

4. Confidentiality:

The DHS has specific state and federal mandates pertaining to client confidentiality as set forth in W&I Code 10850; CDSS Manual of Policies and procedures Division 19; Title 22 Division 3 Health Care Services; and Title 22 Article 5 Social Welfare. PHD shall conform to and monitor compliance with all State and Federal statutes and regulations regarding confidentiality. PHD shall further ensure that no list of persons receiving services through DHS is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in above reference.

If the PHD received any individually identifiable health information (Protected Health Information” or PHI”), the PHD shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the regulations promulgated there under.

5. Report and Record Keeping:

The California Department of Social Services (CDSS) requires DHS to fulfill programmatic and fiscal requirements. DHS requires organizations or individuals providing program service to keep and maintain necessary documentation of services performed and/or purchased and fiscal records showing expenditures made during the Agreement period. These records shall be open to inspection by representative of DHS and CDSS, at all reasonable times. Records shall be maintained for at least five (5) years from the end of the term of service provided; or until the State audits are completed. PHD shall conform to and monitor compliance with all State and Federal statutes and regulations regarding reporting and record keeping.

El Dorado County Public Health Nursing records maintained by the El Dorado County Public Health Community Nursing Division Manager are confidential in nature and the property of El Dorado County. Said records will be maintained in accordance with the El Dorado County Public Health department Nursing Division record retention policy and

applicable State law. Release of these records shall occur only with the written consent of the client or properly executed request of the court. The El Dorado County Public Health Community Nursing Division Manager is noted as the custodian of records.

6. Changes to Agreement:

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers. Either party may terminate this MOU upon thirty (30) days written notice to the other or when DHS funding of the specific program or services ceases.

7. Notice to Parties:

All notices to be given by the parties hereto shall be in writing and served by addressing to:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, DIRECTOR

and

EL DORADO COUNTY
DEPARTMENT OF PUBLIC HEALTH
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: Michael Ungeheuer, Community Public Health Nursing Division Manager

or to such other location as the County directs.

7. Administrator:

The County officer or employee with responsibility for administering this Agreement on behalf of the Public Health Department is Michael Ungeheuer, Community Public Health Nursing Division Manager, or successor.

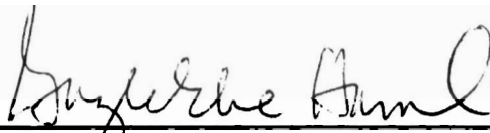
The County officer or employee with responsibility for administering this Agreement on behalf of the Department of Human Services is John Litwinovich, Director, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding #063-M0611.


PUBLIC HEALTH DEPARTMENT CONTRACT ADMINISTRATOR

By:  Dated: 6/17/05
Michael Ungeheuer, Community Public Health Nursing Division Manager
Public Health Department

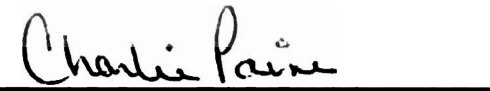
PUBLIC HEALTH DEPARTMENT HEAD

By:  Dated: 6/17/05
Gayle Erbe-Hamlin, Director

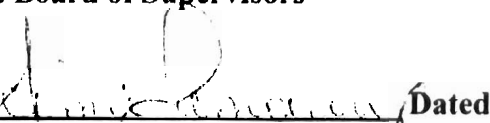
HUMAN SERVICES DEPARTMENT

By:  for Dated: 6/17/05
John Litwinovich, Director

EL DORADO COUNTY BOARD OF SUPERVISORS

By:  Dated: 6/28/05
Chairman

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Dated: 6/28/05
Deputy Clerk