



**COUNTY OF LOS ANGELES
OFFICE OF CHILD PROTECTION**

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EXECUTIVE DIRECTOR

December 13, 2016

To: Supervisor Mark Ridley-Thomas, Chair
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Judge Michael Nash (Ret.) 
Executive Director

NINETY-DAY PROGRESS REPORT ON CONSOLIDATION OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) PUBLIC HEALTH NURSE (PHN) PROGRAM WITHIN THE DEPARTMENT OF PUBLIC HEALTH (DPH)

On September 13, 2016, the Board of Supervisors directed the Office of Child Protection (OCP), in collaboration with the Chief Executive Office (CEO), DCFS, DPH, and applicable unions, to consolidate the DCFS PHN program within DPH. With the purpose of building a PHN program that promotes and improves child well-being, health, and safety, your Board specifically directed the OCP to:

1. Engage all affected stakeholders, including but not limited to CEO, DCFS, DPH, and the applicable unions, in discussions relating to the plan, progress, and desired outcomes of the consolidation
2. Direct the CEO to identify funding should any costs related to the transition accrue, to ensure cost neutrality for DPH
3. Determine, using both anecdotal and evidence-based practices and research, how to most effectively utilize the PHN program for the purposes of child welfare and safety, once it is transferred to DPH
4. Provide progress reports every 90 days on the efforts and outcomes relating to the consolidation¹

This memorandum provides an update on the progress toward consolidation of the DCFS PHN program within DPH over the first 90 days.

¹ Item 2, Board Meeting of 9/13/2016, requested by Supervisors Hilda L. Solis and Shelia Kuehl

1. Engage all affected stakeholders in discussions related to the plan, progress, and desired outcomes of the consolidation

To ensure a successful consolidation of DCFS PHNs into DPH, DCFS and DPH formed an Inter-Agency PHN Program Consolidation Planning group (Planning group), which includes PHNs, PHN Supervisors (PHNS), Nurse Managers, affected Intermediate Typist-Clerks (ITCs), Medical Directors, Program Directors, and Fiscal and Human Resource staff, as well as CEO, OCP, and the Service Employees International Union (SEIU) 721. This Planning group has met monthly to review the headway accomplished and/or troubleshoot issues brought forth by its six subcommittees (DCFS/DPH Workload Data, Memorandum of Understanding (MOU), Human Resources, Financing, Communication, and Workflow, Policy, and Procedure). The consolidation plans to transition the DCFS PHN program into DPH by June 30, 2017. Below is the progress to date of each subcommittee.

DCFS/DPH Workload Data Subcommittee

As mentioned in our September 2, 2016, memo² on the feasibility of transferring the DCFS PHN program to DPH, DCFS and DPH workload data has not been collected or recorded consistently across the two departments and could not be compared. To enhance post-consolidation operational efficiencies, the ability to calculate and compare workload data between the DCFS and DPH PHNs was needed. The DCFS/DPH Workload Data subcommittee identified and aligned the measurable components of the DCFS' PHNs and DPH's Health Care Program for Children in Foster Care (HCPCFC) PHNs for tracking.

In November, DCFS began piloting a new tracking tool with the PHNs from the CSW-PHN Joint Visitation program and the Regional Offices to help inform the workload data measures.

MOU Subcommittee

The MOU subcommittee met weekly and completed an initial draft of the MOU (Attachment I)—which memorializes the existing roles and responsibility of the PHNs—on October 26, 2016. The remainder of the MOU will be completed with information from the Financing and Workflow, Policy, and Procedure subcommittees.

Human Resources Subcommittee

This subcommittee is working on the transition of the nursing items as well as the ITC items budgeted and/or loaned to support the DCFS PHN program. This subcommittee is also consulting with ITC staff to determine if they will transfer with their items into DPH.

Financing Subcommittee

The CEO, DCFS, DPH, and OCP are on this subcommittee and are looking at cost-neutrality for the transfer and consolidation of the DCFS PHN program into DPH. DCFS has agreed to fund the local match monies needed for the CSW-PHN Joint Visitation ordinance positions for up to two years, post-consolidation.

² Memo of 9/2/2016 in response to 8/2/2016 Board Motion on the Feasibility of Transferring the DCFS PHNs to DPH

Through this consolidation process, DPH has identified additional positions needed to support the combined nursing program. In addition to the Assistant Nursing Director identified in our September 2, 2016, memo², DPH has identified the need for a Nurse Manager, two Nursing Instructors, a Research Assistant II, and a Secretary II. (The Secretary II item replaces the DCFS Secretary III item identified as current staffing in our September 2 memo, as that item was on loan to the program and will not be transferred.) The PHN members of SEIU 721 agree with and support the need for DPH's additional positions, but feel that a dedicated Nursing Director, rather than an Assistant Nursing Director, is needed for the consolidated nursing program. As the current Children's Medical Services Nurse Director already oversees three programs, they feel she will not have the opportunity to give the consolidated Child Welfare program the attention it needs.

Additional work will be done on these requests—such as preparing a justification for the Research Assistant, requesting assistance from the CEO's Classification and Compensation units, and determining the cost allocation plan for positions providing services to both DCFS and DPH PHNs—before the funding needs can be addressed.

Communication Subcommittee

The Communication subcommittee has moved forward to ensure that all PHN program staff are aware of the pending program consolidation into DPH. Communication efforts to date include a DCFS email to all DCFS PHN program staff announcing this Board motion; a joint DCFS and DPH letter (Attachment II) sent to DCFS and DPH PHN program staff, which included the information that the programs will continue to be housed in the DCFS Regional Offices, the anticipated consolidation date of June 30, 2017, and future discussion meetings are planned with staff and SEIU 721; and a "needs and concerns" SurveyMonkey poll sent to DCFS and DPH PHN staff to provide a forum for concerns. SEIU 721 has actively partnered with DCFS and DPH in the transition planning. In addition, SEIU 721 has participated in DCFS scheduled nurses' meetings and has committed to attend any future discussions to address PHNs' questions and concerns.

Workflow, Policy, and Procedure Subcommittee

This subcommittee is reviewing all the DCFS and DPH nursing policies and procedures, as well as the roles and responsibility outlined by the MOU subcommittee, to create revised consolidated policies and procedures.

2. Direct the CEO to identify funding should any costs related to the transition accrue, to ensure cost neutrality for DPH

As mentioned previously, the CEO is an active partner in the Financing Subcommittee and the Planning group.

3. Determine, using both anecdotal and evidence-based practices and research, how to most effectively utilize the PHN program for purposes of child welfare and safety, once it is transferred to DPH

To determine the most effective way to utilize the PHN program for child welfare and safety, the OCP has begun collecting anecdotal evidence by hosting meetings with PHNs, PHNS, Nursing Managers, DCFS and DPH staff, Hub physicians, Board Offices, Alternate Public Defender, Children's Law Center, Medical Directors, and SEIU 721 to discuss the most effective use of PHNs to improve child safety in the child welfare system. To date, we have heard the DCFS and DPH PHNs' perspective and also received input from the Hub physicians' and youth attorneys' frame of reference. We have begun discussions with Children's Social Workers (CSWs) and their supervisors, but additional meetings are being scheduled to understand the best use of PHNs in child welfare from the CSWs' point of view.

In addition, as mentioned in our September 2 memo², the OCP and DCFS received a commitment from the Children's Data Network (CDN) to provide further analysis of the CSW-PHN Joint Visitation program. We are working with the CEO and County Counsel to establish this no-cost contract with the CDN for that evaluation.

Our next update will be provided on March 13, 2017. If you have questions, please contact me at (213) 893-1152 or via email at mnash@ocp.lacounty.gov, or your staff may contact Karen Herberts at (213) 893-2466 or via email at kherberts@ocp.lacounty.gov.

MN:CDM:KMH:eh

Attachments (2)

c: Executive Office, Board of Supervisors
Chief Executive Office
Children and Family Services
County Counsel
Health Services
Mental Health
Public Health

ATTACHMENT I

MEMORANDUM OF UNDERSTANDING BETWEEN
THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH,
CHILDREN'S MEDICAL SERVICES
AND
THE DEPARTMENT CHILDREN AND FAMILY SERVICES,
FOR
CHILD WELFARE PUBLIC HEALTH NURSING PROGRAM – GENERAL PROGRAM
FY 2017-2018

Background

The Child Welfare Public Health Nursing (CWPHN) Program is a public health nursing program is designed to provide public health nurse (PHN) expertise in meeting the medical, dental, mental health and developmental needs of children and youth in the County's child welfare system administered by the Department of Children and Family Services (DCFS). The CWPHN Program has two main components: the CWPHN-General Program for children and youth in the child welfare system primarily living with a biological parent or a relative legal guardian; and the Health Care Program for Children in Foster Care (HCPCFC) focused on children and youth in the child welfare system who have been placed in foster care or under the custody of the Probation Department (PD).

Overall, the CWPHN Program is administered by Department of Public Health (DPH) Children's Medical Services (CMS) in partnership with DCFS. This Memorandum of Understanding (MOU) is specific to the administration, implementation and financing of the CWPHN General Program. CWPHN General Program staff are hired and supervised by DPH CMS and located at DCFS offices and Department of Health Services Medical Hubs (medical hubs). In addition, it is funded through DCFS under the Medicaid Program for Skilled Professional Medical Personnel (SPMP).

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I. DEFINITIONS

- A. Caregiver - Any person living with a child who has responsibility for the care and welfare of the child.
- B. County - Los Angeles County
- C. CFT – Child and Family Team
- D. CSW - Children's Social Worker
- E. CWS/CMS - Child Welfare Services/Case Management System
- F. CWPHN Program – Child Welfare Public Health Nursing Program is a public health nursing program is designed to provide public health nurse (PHN) expertise in meeting the medical, dental, mental health and developmental needs of children and youth in the County’s child welfare system administered by DCFS.
- G. CWPHN General Program – CWPHN-GP is the component of the CWPHN Program focused on children and youth in the child welfare system primarily living with a biological parent or a relative legal guardian.
- H. DCFS - Department of Children and Family Services
- I. DPH - Los Angeles County Department of Public Health
- I. HCPCFC - Health Care Program for Children in Foster Care is the component of the CWPHN Program focused on children and youth involved in the local child welfare system but placed out of the parental home.
- J. Health and Education Passport (HEP)- Medical record for DCFS-involved children.
- J. ITC – Intermediate Typist Clerk
- K. MOU - Memorandum of Understanding
- L. NM - Nurse Manager
- M. PHN - Public Health Nurse
- N. PHNS - Public Health Nurse Supervisor
- O. PS PHN – Program Specialist PHN
- P. Probation Department - Probation

- Q. RA – DFCS Regional Administrator(s)
- R. SPMP - Skilled Professional Medical Personnel
- S. State - California Department of Health Care Service
- T. Kin-Gap - Kinship Guardianship;
- U. Non-dependency court arrangement;
- V. PAS - Post Adoption Services;
- W. FR - Family Reunification;
- X. VFR - Voluntary Family Reunification;:
- Y. PP - Permanent Placement;
- Z. ER - Emergency Referrals;
- AA. VFM - Voluntary Family Maintenance;
- BB. FM - Family Maintenance; and
- CC. Hubs -Medical Hubs.

II. PURPOSE AND INTENT

The purpose of this MOU is to delineate the roles and responsibilities of DPH and DCFS in the implementation, management, evaluation and financing of the CWPHN General Program. This collaboration will provide access to a range of medical, dental, mental health, developmental and family support services in an integrated manner, with a child and family-centered approach designed to meet the needs of children requiring medical evaluation and referral.

Specifically, CWPHN General Program PHNs will work in collaboration with DCFS CSWs to facilitate appropriate health care services for children under the supervision of DCFS and living in any of the following settings:

- Kinship Guardianship;
- Non-Dependency court arrangement;
- Post Adoption Services (PAS);
- Family Reunification (FR);
- Voluntary Family Reunification (VFR);
- Permanent Placement (PP); or
- With a biological parent, including through:
 - Emergency Referrals;
 - in Voluntary Family Maintenance (VFM); or
 - in Family Maintenance (FM)

For children and youth referred to the CWPHN General Program, and in consultation CSWs, PHNs will:

- Assess the medical and developmental needs of referred children and youth;
- Plan for addressing the health care needs of referred children and youth;
- Assist caregivers in obtaining timely referrals for comprehensive medical and mental health assessments, treatments and dental examinations for referred children and youth;
- Help coordinate and assist with referrals for medical, dental, mental health and developmental services by directly contacting health care providers;

- Coordinate needed health services for referred children and youth by contacting appropriate providers or agencies to connect the children to services needed;
- Coordinate with PHN liaisons at the medical hubs for the specialty examinations of referred children and youth as needed and recommended by the physician.
- Coordinate with PHN Liaisons at the Edelman and Antelope Valley Courts, as well as at Probation as needed;
- Educate parents, family members and/or caregivers on the health care needs of their children and provide them with information on available resources and services.
- Interpret medical reports for CSWs and other professionals involved in care and welfare of DCFS-involved children and youth;
- Train CSWs, healthcare providers and other relevant professionals on the health care needs of DCFS-involved children and youth;
- Participate in the development of all PHN related policy and procedures;
- Report / provide update on Critical Incident/Child Fatality of referred children and youth;
- Participate in the creation and updating of the Health and Education Passport (HEP) for referred children and youth;
- Update CWS/CMS records for hospitalized children and youth as required, as well as weekly hospital updates and reports.

III. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU is effective from July 1, 2017 through June 30, 2018 and shall be renewed for two successive years through June 30, 2020. This MOU may be amended by mutual written consent of all parties. This MOU may be terminated at any time, by any party upon giving at least thirty (30) days prior written notice thereof to the other. This MOU may be terminated by mutual agreement of both parties if funding becomes unavailable by giving 30 days advance notice. In addition, this MOU may be terminated at any time at the direction of County Board of Supervisors.

Should funding become unavailable or significantly reduced, DCFS will continue to assume fiscal responsibility for the CWPHN General Program until the County Board of Supervisors has been formally notified and meets to discuss the impact on the program.

IV. DEPARTMENT OF PUBLIC HEALTH SERVICE REPOSIBILITIES

A. As part of the CWPHN General Program, DPH agrees to:

1. Participate in the collaboration with DCFS by providing consultation and administrative case management services which include, but are not limited to the following:
 - a) Recommending initiation of and follow-up on referrals to other providers, agencies and/or programs for the assessment, evaluation, or treatment of health-related needs;
 - b) Working with DCFS to ensure the timely submission of information and forms needed to document the health-related needs of referred children and youth, and interventions addressing these needs, including entering the necessary data into Child Welfare Services/Case Management System (CWS/CMS);
 - c) Acquisition or provision of health-related training, as appropriate; and
 - d) Assisting the DCFS' Children's Social Worker (CSW) in obtaining health care information of children showing urgent health problems.
2. Serve children and youth referred to the CWPHN General Program PHN by the CSW for consultation about health - related needs.
3. Staff the CWPHN General Program with the following job classifications:
 - a. Assistant Nursing Director (AND);
 - b. Nurse Managers (NM);
 - c. Program Specialist PHN (PS PHN);
 - d. Public Health Nurse Supervisors (PHNS);
 - e. Public Health Nurses (PHN);
 - f. Nursing Instructors (NI);
 - g. Research Analyst III; and
 - h. Clerical Staff.

Together, CWPHN General Program staff will:

- a) Act in the capacity of consultant, on a case by case basis, to the case -carrying DCFS CSW;
 - b) Be stationed in DCFS and designated medical Hubs; and
 - c) Fulfill the job duties included in Attachment A, "Job Descriptions".
4. Recruit, hire, train and supervise the PHNs stationed in the DCFS and designated medical Hubs.

Commented [Office1]: There is no consensus in this area. CWPHN Program PHNs would like this item to be that Nursing Director.

5. Direct, medically and programmatically in terms of practice, program standards, nursing policies and procedures, and quality assurance and monitoring.
 6. Collaborate with DCFS and in obtaining information on health services provided to referred children and youth.
 7. PHNs will review and summarize medical information, and enter pertinent information to the CWS/CMS System to create HEP.
 8. Provide education about children's health care issues to DCFS CSWs; F-rate trainings to resource families; and participate in the training of new CSWs.
 9. Collaborate with DCFS to develop a process for establishing performance metrics and measuring outcomes.
 10. Provide DCFS with all necessary configuration information and end-user accounts required to access DPH applications; and to notify DCFS in advance of any computer or network changes, outages or upgrades.
 11. Provide DCFS a Program Liaison/contact person.
- B. As funding is available, CWPHN General Program staff will:
1. Assist DCFS CSWs in ensuring that all referred children and youth are medically evaluated, and that appropriate referrals are given for follow-up care.
 2. Assist DCFS CSWs in providing services to children with special health care needs as defined and required in Welfare and Institutions Code Section 17710.
 3. Identify health care needs for referred children and youth, and in collaboration with parents / caregivers, DCFS CSWs, and health care providers, among others, establish a plan to:
 - a) Coordinate timely health assessments;
 - b) Educate DCFS CSWs on how to monitor changes in children's health status to facilitate case planning and review;
 - c) Educate staff, caregivers, health care providers and the community about the health care needs of referred children and youth;
 - d) Collect and transmit health-related information among caregivers, health care providers and DCFS CSWs;
 - e) Assist DCFS with compliance of applicable federal and State regulations on relevant health issues; and
 - f) Promote the health of referred children and youth by making necessary referrals for specialized health care needs.

4. Staffing:

DPH will staff the CWPHN General Program in the DCFS offices and designated medical Hubs commensurate with the workload and available funding under this MOU.

V. General Responsibilities:

1. Without the prior written consent of DCFS, this MOU is not assignable by DPH either in whole or in part.
2. DPH agrees not to enter into any subcontracting agreements for work contemplated under this MOU without first obtaining written approval from DCFS. Any subcontractor shall be subject to the same provisions as DPH in addition to all contract provisions as required by County. DPH shall be fully responsible for the performance of any subcontractor.
3. DPH will maintain all records pertaining to the delivery of services under this MOU and demonstrate accountability for performance. Said records shall be kept and maintained with DPH. DCFS shall have the right to examine and inspect such records upon reasonable notice and at reasonable hours of business.
4. DPH shall require all DPH personnel, including but not limited to its officers, agents, employees, volunteers and any subcontractor, directly or indirectly involved in administration of services provided under this MOU to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
 - a) All applications and records concerning any individual made or kept by DPH within the administration of any provision of the W & I Code relating to any forms of public social services provided under this MOU will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
 - b) No person will publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOU. DPH agrees to inform all DPH personnel directly or indirectly involved in administration of services provided under this MOU of the above provision and that any person violating this provision is guilty of a misdemeanor.
5. DPH shall ensure that all known or suspected instances of child abuse or

neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a) Assurance that all employees, agents, consultants or volunteers who perform services under this MOU are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and compliance.
- b) Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse, to ensure that the incident is reported to the appropriate agency.
- c) Provision or arrangement of training in child abuse reporting laws (Penal Code Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, and/or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

6. Staff Vacancies

DPH will notify the DCFS Program Liaison of any funded vacancies and any positions that become vacant during the term of this MOU. Upon notice of vacancy(s), DPH will apprise DCFS of the steps being taken to fill the position(s) as expeditiously as possible, as well as how the duties of the vacated position(s) are being assumed by remaining staff. DCFS Program Liaison will be notified of vacancies and staffing changes on each monthly report with an updated roster.

7. Licenses and Standards

At the commencement of this MOU, DPH warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, Los Angeles County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the function of this MOU. DPH will notify DCFS Program Liaison immediately of loss or suspension of any RN licenses and PHN certificate.

8. Secondary Assignment in CWS/CMS

DPH agrees to participate in assigning DPH PHNs to cases in CWS/CMS as "Secondary" under the following conditions:

- a) Secondary assignment of DPH PHNs is for information only and does not modify the role of the DPH nurse as a consultant to DCFS CSWs; CSWs remain as the legal case managers for children and youth in the CWPHN General Program.

- b) As outlined in the CWPHN Policy and Procedures Manual.
 - c) DPH PHNs will have access to "end date" when cases are closed or transferred.
 - d) CWPHN Program administrative staff will develop a policy and procedures to ensure that the implementation of assigning DPH PHNs in CWS/CMS concurs with State directives and regulations.
9. In compliance with applicable federal and State laws and regulations, only DPH PHNs are authorized to revise or clarify medical information or case notes initiated by the same PHN. DCFS employees cannot modify medical information, recommendations, or case notes entered by a DPH. Under no circumstance, can a DPH or DCFS employee delete medical information, recommendations, or case notes entered by a DPH PHN.

VI. DEPARTMENT OF CHILDREN AND FAMILY SERVICES RESPONSIBILITIES

DCFS agrees to:

- A. Monitor and evaluate the performance of the CWPHN General Program in meeting the terms of this MOU.
- B. Provide consultation and technical assistance in monitoring the terms of this MOU.
- C. Provide DPH with a DCFS Program Liaison to assist in the implementation of the CWPHN General Program.
- D. Provide dedicated work stations, with desk and files that lock, other furniture, office supplies and equipment, telephones, fax machines and other communication equipment required by CWPHN General Program staff stationed at DCFS regional offices and designated medical hubs carry out their duties and responsibilities efficiently and effectively.
- E. Provide CWPHN General Program staff with HIPAA-compliant document pouches and carriers that lock to ensure compliance with HIPAA requirements and those of DPH Policy 1200;
- F. Provide, support and upgrade as needed all computer hardware, software and network connectivity required by CWPHN General Program staff to perform their duties; and to notify DPH in advance of any computer or network changes, outages and upgrades which may affect CWPHN General Program staff. This shall include but not be limited to desktop computers, printers and multi-function devices. Said

equipment must meet industry standards, be installed and configured in accordance with Management Information System (MIS) best practices, and support all the applications required by CWPHN General Program staff, whether they are provided by DPH or DCFS. This shall include but not be limited to such existing applications as CWS/CMS, LA-Kids, Microsoft (MS) Outlook, MyPHD, CMS Portal and Statewide Reporting System (SRS); and include such productivity tools as Microsoft Office and Internet access. DCFS also agrees to implement adequate safeguards to ensure compliance with Health Insurance Portability and Accountability Act (HIPAA) privacy requirements and to immediately notify DPH of any security incidents which could have compromised DPH Electronic Protected Health Information by disclosure, modification or destruction.

- G. Ensure that DCFS staff comply with the established CWPHN Program Policies and Procedures.
- H. Plan, monitor and facilitate DCFS CSWs timely and effective collaboration with PHNs for improved health care service delivery.
- I. Provide cross training to enhance the collaboration of DCFS CSWs and PHNs for improved health care service delivery.
- J. DCFS will instruct CSWs about the CWPHN General Program consultative process, including the use of acceptable documentation.
- K. DCFS will instruct CSWs to inform CWPHN General Program PHNs listed as secondary of case closures or transfers.
- L. Collaborate with DPH in developing outcome measures to ensure continued quality improvement in health care service delivery.

VII. FISCAL RESPONSIBILITIES

To Be Developed

VIII. MUTUAL RESPONSIBILITIES

Prior to the implementation of this MOU, DCFS, DPH and the Office of Child Protection (OCP) agree to:

- A. Establish a CWPHN Program Steering Committee (Steering Committee) to jointly manage the CWPHN Program and exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU; and ensure appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and federal laws and regulations.
- B. Actively ensure that CWPHN Program staff, DCFS staff, and other relevant

stakeholders provide input on program implementation and opportunities for improvement. At a minimum, the Steering Committee will solicit input twice a year through meetings, surveys, e-mail.

- C. Through the Steering Committee, establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DCFS's and DPH's mutual chain of command, as deemed necessary.
- D. Collaboratively develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.
- E. Perform the tasks and responsibilities described in Attachment B, "Areas of Responsibility", attached hereto and incorporated herein by reference.
- F. Comply with the Health Insurance Portability and Accountability Act and the California Health and Safety Code, and maintain confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directive, guidelines, policies and procedures relating to confidentiality, including, without limitation, county policies concerning information technology security and the protection of confidential records and information.
- G. Maintain, to the extent possible under the Public Records Act, the confidentiality of all records, including but not limited to County records and client records with all applicable federal, state and county laws regulations, ordinances and directives relating to confidentiality. Each department shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this agreement.

IX. RIGHT TO MONITOR AND AUDIT

- A. DCFS shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of DPH in the delivery of services provided under this MOU. Full cooperation shall be given by DPH in any auditing or monitoring conducted.
- B. DPH shall cooperate with DCFS in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DCFS and administrative support staff or federal and State representatives for a period of three years or until all pending County, State and federal audits are completed, whichever is later. Records of DPH which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this MOU or another Contract.

- D. DPH shall provide all reasonable facilities and assistance for the safety and convenience of DCFS representatives in the performance of their monitoring and auditing duties. All inspections and evaluations shall be performed in such manner as not unduly delay the work of DPH.

X. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any party. The DCFS and DPH Directors, or their appointed representative, is authorized to exercise his/her department's rights with respect to any termination of this MOU.
- B. If, during the term of this MOU, funds appropriated for the purposes of this MOU are reduced or eliminated, a participating department may immediately terminate this MOU upon written notice.

XI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the DCFS and DPH Directors or their appointed representative. No course of dealing and no delay or failure of DCFS and DPH Directors or their appointed representative in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. DCFS and DPH Directors or their appointed representative shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications or waivers of provisions of this MOU, unless specifically allowed in the MOU, shall be memorialized in writing, duly signed and approved by the authorized representatives of all parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. As Departments of Los Angeles County, DCFS and DPH are self- insured under the laws of the State of California, and all DCFS and DPH employees performing services covered under this agreement are County employees.
- D. Equipment - All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) which has a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this MOU and not fully consumed in one (1) year shall be the property of the purchasing department unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the purchasing department when the MOU is terminated. Additional terms are as follows:

- a) The purchase of any furniture or equipment which exceeds a single unit cost of five hundred dollars (\$500) approved budget, shall require the prior written approval of DCFS or / and shall fulfill the provisions of this MOU which are appropriate and directly related to DPH's services or activities under the terms of the MOU. Reimbursement may be refused for any cost resulting from such items purchased, which are incurred by DPH, if prior written approval has not been obtained.
 - b) Before equipment purchases made by DPH are reimbursed by DCFS, DPH must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where the equipment will be used during the term of this MOU.
 - c) DPH shall submit an inventory of equipment purchased under the terms of this MOU.
 - d) At the termination of this MOU, DPH will provide a final inventory to DCFS and shall at that time query the departments as the requirements, including the manner and method in returning said equipment. Final disposition of such equipment shall be in accordance with instructions from DCFS.
- E. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify specific requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunctions therewith gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, DCFS and DPH shall comply with the terms and conditions as set forth in an acceptable Business Associate Agreement.
- F. In the event that changes in federal or state requirements impact this MOU, the City, County and State agree to renegotiate the pertinent section within ninety (90) days after receiving new instructions from the State.

This MOU shall not be amended, nor any provision or breach waived, except in writing signed by the parties, which refers to this MOU. This MOU constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

Notice of amendment of the MOU shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the County Department of Children and Family Services at 425 Shatto Place, Los Angeles, CA 90020 and Children's Medical Services at 9320 Telstar Avenue, Suite 226, El Monte, CA 91731.

XII. CONCLUSION

This MOU is entered in duplicate by and between the County of Los Angeles Departments of Public Health's (DPH) Children's Medical Services (CMS), and the Department of Children and Family Services (DCFS). This MOU, plus attachments, is the full and complete document describing the roles and responsibilities of both DPH and DCFS as it relates to the CWRPHN General Program, including all covenants, conditions and benefits.

[Signatures / Dates]

ATTACHMENT A

CWPHN GENERAL PROGRAM

Duty Statements

County of Los Angeles - Department of Public Health

DRAFT

**Areas of Responsibility
Child Welfare Public Health Nursing General Program**

**AREAS OF RESPONSIBILITY FOR DEPARTMENT OF PUBLIC HEALTH (DPH) PUBLIC HEALTH NURSES (PHNs), AND
DEPARTMENT OF CHILDREN (CWS) AGENCY SOCIAL WORKERS AND OFFICERS IN THE
CHILD WELFARE PUBLIC HEALTH NURSING GENERAL PROGRAM (CWPHN GENERAL PROGRAM)**

Service Provided	Local CWPHN General Program PHN Responsibilities	Local Child Welfare Service Agency Social Worker Responsibilities
Location	PHN will be located in the DCFS agency office serving the Los Angeles County area with accessibility to all team members.	DCFS Agency and will provide space for PHNs with accessibility to all team members servicing assigned children and youth.
Supervision	PHN will be supervised by Supervising PHN in the local CWPHN General program.	Supervisory staff in the DCFS agency will provide input to the supervising PHN.
Accessing Resources	<p>PHN will identify health care providers in the community.</p> <p>PHN will evaluate the adequacy, accessibility and availability of the child referral network for health care services and collaborate With CWPHN General Program staff to identify and recruit additional qualified providers.</p> <p>PHN will serve as a resource to facilitate DCFS-involved children and youth (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, mental health providers, CCS and other community programs.</p> <p>PHN will assist the PHNs in the child's county of supervision to identify and access resources to address the health care needs of referred children and youth.</p>	<p>DCFS agency Social Worker will work with PHN to ensure that all assigned children and youth are referred for health services appropriate to age and health status on a timely basis.</p> <p>DCFS agency Social Worker will work with the substitute care provider (SCP) and the PHN to identify an appropriate health care provider for the child.</p>

Service Provided	Local CWRPHN General Program PHN Responsibilities	Local Child Welfare Service Agency Social Worker Responsibilities
Health Care Planning and Coordination	<p>PHN will interpret health care reports for Social Worker/Deputy Officers and others as needed.</p> <p>PHN will participate in developing a health plan for assigned children and youth.</p> <p>PHN will work with CSW/SCP to ensure that the child's Health and Education Passport or its equivalent is updated.</p> <p>PHN will assist CSW/SCP in obtaining timely comprehensive assessments.</p> <p>PHN will expedite timely referrals for medical, dental, developmental, and mental health services through recommendations and follow-up.</p> <p>PHN will assist Social Worker in obtaining additional services necessary to educate and/or support the service care provider (SCP) in providing for health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS).</p> <p>PHN will obtain and provide health care documentation when necessary to obtain health care services and appropriate follow-up.</p> <p>PHN will collaborate with Social Worker, biological parent and SCP when possible to ensure that necessary medical/health care information is available to those responsible for providing health services for the child, including a copy of the Health and Education Passport (HEP) to the SCP.</p> <p>PHN will assist Social Worker when requested to assess the suitability of the foster care placement in light of the health care needs of the child.</p> <p>PHN will review child's health plan with Social Worker when requested.</p>	<p>Child's Social Worker will collaborate with PHN in the development of the health plan, which identifies the health care needs and service priorities for assigned children and youth.</p> <p>Social Worker will incorporate health plan into child's case record. The CWRPHN General Program support staff will provide clerical assistance as feasible to the PHN.</p> <p>DCFS Social Worker will make the child's Health And Education passport available to the SCP.</p> <p>Social Worker will assemble and provide health care documentation to the court when necessary to support the request for health care services.</p> <p>Social Worker will collaborate to complete and keep current the child's Health and Education Passport or its equivalent and provide a copy of the HEP to the SCP.</p> <p>Social Worker will consult with the PHN to assess the suitability of the foster care placement in light of the health care needs of the child.</p> <p>Social Worker will review each child's health plan with PHN at least every six months and before every court hearing relevant information will be incorporated into the HEP and court report.</p>

Training/ Orientation	<p>PHN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the health care needs of assigned children and youth.</p> <p>PHN will educate Social Workers, juvenile court staff, SCPs, school nurses and others about the health care needs of children and youth in the local child welfare system.</p>	<p>DCFS agency staff will provide input to PHN in developing curriculum for training others about health care needs of assigned children and youth.</p> <p>DCFS agency staff will collaborate with PHNs in educating medical providers, caregivers, and others about the health care needs of children and youth in the CWPHN General Program.</p> <p>DCFS agency personnel will arrange for PHN access to the Child Welfare Services/Case Management System (CWS/CMS) system and provide an overview of the system and comprehensive training on the health related components.</p> <p>DCFS training staff will arrange for CWPHN General Program PHNs have access to DCFS and consortium nursing trainings when needed.</p>
Policy/ Procedure Development	<p>PHN may provide program consultation to DCFS/ Departments in the development and implementation of the EPSDT/CHDP program policies related to the CWPHN General Program.</p> <p>PHN may participate in multi-disciplinary meetings for review of health-related issues.</p>	<p>DCFS agency staff will include the PHN in team meetings and provide orientation to social services and consultation on CWS/CMS.</p>
Transition From Foster Care	<p>PHN may provide assistance to the Social Worker in obtaining health care services and community resources to meet the health care needs upon emancipation, family reunification, or adoption.</p>	<p>DCFS agency staff will collaborate with PHN to assure that transitioning-age youth are aware and connected to resources for independent living.</p>
Quality Assurance	<p>PHN may conduct joint reviews of case records for documentation of health care services with DCFS agency.</p> <p>PHN will collect required data for evaluating health care services provided to children in the CWPHN Program.</p>	<p>DCFS agency staff will conduct joint reviews with PHN of case records for documentation of health care services.</p> <p>DCFS agency will work with the DPH CMS in evaluating the process and impact of the CWPHN General Program on the health and safety of children and youth under DCFS supervision.</p> <p>DCFS agency will collaborate and assist PHN in gathering required data.</p>



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
 425 Shatto Place, Los Angeles, California 90020
 (213) 351-5802



PHILIP L. BROWNING
 Director

BRANDON NICHOLS
 Chief Deputy Director

October 28, 2016

Board of Supervisors

HILDA L. SOLIS
 First District

MARK RIDLEY-THOMAS
 Second District

SHERLA KUEHL
 Third District

DON KNABE
 Fourth District

MICHAEL D. ANTONOVICH
 Fifth District

Dear Staff of the Future "Child Welfare Public Health Nursing Program:"

On September 13, 2016, the Los Angeles County Board of Supervisors directed the Office of Child Protection (OCP), in collaboration with the Chief Executive Office (CEO), the Department of Children and Family Services (DCFS), the Department of Public Health (DPH) and applicable unions, to consolidate the DCFS public health nursing program within DPH. Consolidation will administratively and organizationally transfer the DCFS public health nursing and related support staff infrastructure "as is," to DPH's Children's Medical Services - the home of the Health Care Program for Children in Foster Care within DPH.

The consolidated "Child Welfare Public Health Nursing Program" will continue to be physically co-located throughout DCFS' nineteen (19) Regional Offices. The resulting newly-consolidated Child Welfare Public Health Nursing Program is intended to improve public health nursing services to DCFS-involved children and families through increased communication, standardized processes, common training, medical structure, and coordinated trauma-informed care to support improved child well-being, health and safety outcomes. The large undertaking of consolidation is anticipated to be completed by June 30, 2017.

DPH and DCFS share the common goal of maximizing the safety, health and well-being of children and youth in Los Angeles County. We thank the Los Angeles County Board of Supervisors for recognizing the benefits of consolidating the DCFS PHN program within DPH, and welcome the opportunity to support and collaborate with the OCP in the consolidation work that lies ahead. In the coming months, the OCP will continue engaging stakeholders, including but not limited to, the CEO, DCFS, DPH, and members from SEIU in discussions relating to the plan, progress and desired outcomes of the consolidation. In the coming weeks, our departments will join our Service Employees International Union (SEIU) partners in conducting meetings with staff to respond to individual transition-related questions and to gather input that will inform the development of a DPH Concierge Package for provision to each DCFS public health nursing and program support staff, welcoming each to their new home at DPH.

We are excited about working alongside each of you to ensure the smoothest consolidation process possible; and this letter is one in a series of future written communications you will receive. To help us better prepare for the staff meetings mentioned above, please use the following link to forward any of your consolidation-related questions/comments: <https://www.surveymonkey.com/r/6Z8XHCZ>

Sincerely,


 Dr. Charles Sophy, Medical Director
 DCFS Bureau of Clinical Resources and Services


 Helen Berberian, Deputy Director
 DCFS Bureau of Clinical Resources and Services


 Anna Long, PH.D, Director
 DPH Children's Medical Services


 Alan Tomines, M.D.
 DPH Children's Medical Services