

MEMORANDUM OF UNDERSTANDING
Between
County of Butte
And
First 5 Butte County Children and Families Commission

This Memorandum of Understanding (MOU) is entered into by and between the County of Butte, a political subdivision of the State of California, hereinafter referred to as (County), through its Public Health Department (BCPH), and First 5 Butte County Children and Families Commission, hereinafter referred to as (Contractor). This MOU shall set forth the terms in which BCPH and Contractor intend to collaborate to engage and train Contractor's staff and Family Center grantees' staff in the Birth Equity Enhanced Care Management (ECM) criteria and referral pathway; expand the existing referral hub The Village, website located at: <https://www.helpmegrowbutte.org/village>, mentioned here by reference only, to include Birth Equity ECM referrals, and to offer referrals to eligible individuals who receive Medi-Cal through the Partnership program. Both County and Contractor agree to the following:

SERVICES TO BE PROVIDED:

**Duties and Responsibilities of Contractor:
Contractor Shall:**

- I. Contractor shall, assign one part-time Program Manager to work with County's ECM program staff. Duties shall include, but are not limited to the following:
 - a. Modify Contractor's data system to include ECM eligibility data fields
 - b. Create data reports to capture ECM referral information
 - c. Monitor, troubleshoot and maintain the functionality of the data system
 - d. Train Contractor's staff and grantees to use the data system
 - e. Monitor ECM referrals
 - f. Provide quarterly reporting on activities completed per the Scope of Work
 - g. Participate in California Advancing and Innovating Medi-Cal (CalAIM) Collaborative meetings when requested by ECM Supervisor

- II. Contractor shall, assign one part-time Program Coordinator/Referral Specialist to work the with County's ECM program staff. Duties shall include, but are not limited to the following:
 - a. Update Contractor's internal referral pathway guidance to include ECM
 - b. Offer ECM to eligible families through referrals that are received through The Village
 - c. Provide ECM referrals to BCPH ECM through use of Unite Us, a closed loop referral platform, mentioned here by reference only
 - d. Assist BCPH ECM staff in training Family Center staff in Birth Equity ECM criteria and enrollment pathways, including The Village and Unite Us.

- III. Contractor shall ensure that clients who receive services at any of the six (6) Family Centers located within Butte County, who meet the eligibility criteria for Birth Equity ECM, are referred to the BCPH ECM program.
 - a. Provide coaching and technical assistance to Family Center staff to inquire and determine ECM eligibility.
 - i. Script development, troubleshooting and refresher/onboarding in response to Family Center staff turnover.

- IV. Contractor shall expand The Village, for pregnant and postpartum women's services to include criteria for Birth Equity ECM eligibility and an enrollment pathway. Expansion of the existing referral hub and data system shall include, but is not limited to the following:
 - a. Modify existing data fields to include ECM eligibility
 - b. Facilitate care-coordinator in-reach for families who have been referred to The Village and are eligible for Birth Equity ECM
 - c. Provide BCPH ECM referrals through the use of Unite Us
 - d. Build Birth Equity ECM eligibility forms in collaboration with BCPH ECM Program

- V. Contractor shall purchase up to six (6) tablets with case for each Family Center to enter participants into The Village.
- VI. Quarterly reports shall be sent electronically to the County's Project Manager as follows:

Activities Completed:	Deliverables Due:
Execution - 03/31/2025	04/15/2025
04/01/2025 - 06/30/2025	07/15/2025
07/01/2025 - 9/30/2025	10/15/2025
10/01/2025 - 12/31/2025	01/15/2026
01/01/2026 – Term End Date	15 Days Following Term End Date

Quarterly Reporting Requirements: Contractor shall complete quarterly reports to include the following:

- a. Referral information (i.e. number of intakes, number of ECM referrals made, demographic information, etc., shall be mutually agreed upon by County and Contractor), and challenges to the referral process.
- b. Status of The Village and reporting system expansion, ongoing efforts to identify and refer ECM eligible individuals, including number of data system modifications, number and type of trainings for Family Center staff, number and results of chart audits in Contractor's data system, etc.
- c. Successes and challenges /barriers to implementing the scope of work.

County Shall:

- I. County shall provide training for Contractor's staff on Birth Equity ECM criteria and enrollment pathway.
- II. County shall provide direction to Contractor about ECM population of focus eligibility criteria to assist in the modification of Contractor's existing data forms.
- III. County shall utilize Unite Us to receive ECM referrals from Contractor and their funded partners. The closed loop referral system shall enable Contractor to ensure all individuals entered into the platform are served. County shall initiate contact with and provide known resources to all ECM eligible referrals within 24 business hours, regardless of pending Treatment Authorization Request (TAR). County shall not conduct an ECM home visit until a TAR has been received.
- IV. County shall utilize Unite Us to return any ineligible referrals to their origin within 5 business days of a determination of ineligibility.
- V. County shall monitor Contractor's performance in meeting Scope of Work requirements.
- VI. County shall offer on-going technical assistance and support, as necessary, to ensure the successful implementation of the scope of work.
- VII. County shall reimburse Contractor approximately thirty (30) days after each invoice is received, reviewed, and approved by County's Project Manager.

Contractor Compensation:

- I. Invoice County Project Manager quarterly for services completed according to the table below:

Invoicing Period:	Invoice Due:
Execution - 03/31/2025	04/15/2025
04/01/2025 - 06/30/2025	07/15/2025
07/01/2025 - 9/30/2025	10/15/2025
10/01/2025 - 12/31/2025	01/15/2026
01/01/2026 – Term End Date	15 Days Following Term End Date

- II. The invoices shall not be deemed evidence of allowable agreement costs, and if the allowability of an expense cannot be determined by County because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to County, all questionable costs may be disallowed and payment may be withheld by County until adequate documentation is received, substantiated, and deemed allowable by County.

The invoices shall:

- a. Be prepared on Contractor's letterhead and signed by an authorized official certifying that the expenditures claimed represent actual expenses for the services performed under this contract.
- b. Show an invoice date reflecting when the invoice was prepared, and the billing period covered by the invoice.
- c. Include backup documentation, deemed adequate by County, showing all expenses being claimed in order to permit a determination of allowability. This includes, but is not limited to:
 - i. Documentation of personnel costs, including time logs or time studies indicating hours or percentage worked in program, and payroll expenses generated from Contractor's payroll system.
 - ii. Documentation of computer equipment, advertising fees, referral hub expansion and outreach costs.
 - iii. Be submitted to:

Butte County Department of Public Health
 Attn: Fiscal
 202 Mira Loma Dr.
 Oroville, CA 95965

- III. County's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of County for any payment may arise until funds are made available to County for this contract and until Contractor receives notice of such availability. Contractor shall have no expectation of payment until such notice is made.

- IV. In the event County funding is eliminated, County reserves the right to terminate this contract with immediate effect and no costs incurred by the Contractor shall be reimbursed.

- V. The maximum amount payable to Contractor under this contract is \$75,089.00.

Budget 2024-25			
Position Title	Total ECM Salary	Total ECM Benefits	Total Salary and Benefits
Program Manager (0.25 FTE)	\$23,400.00	\$9,360.00	\$32,760.00
Program Coordinator/Referral Specialist (0.25 FTE)	\$17,378.00	\$6,951.00	\$24,329.00
*Total Salaries and Benefits	\$40,778.00	\$16,311.00	\$57,089.00
Non-Capital Equipment/Supplies			
Budget Item			Total
Tablets with case (6)			\$3,000.00
*Total Non-Capital Equipment/Supplies			\$3,000.00
Sidekick			
Referral Hub Expansion			\$15,000.00
Total			\$15,000.00
*Total Budget			\$75,089.00

TERM: The term of this MOU shall become effective upon execution, and terminate one year thereafter.

By execution of this contract, Contractor agrees that any services provided by Contractor from January 15, 2025, and prior to the execution of this contract, shall be in compliance with all language stated in this original contract, including all attachments. Should Contractor provide services prior to execution of contract, all items stated in the contract, including all attachments, shall apply at the time services are performed.

CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all County records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XII); Welfare and Institutions (W&I) Code Sections 5328 through 5330, inclusive; W&I Code Section 14100.2; Title 42 CFR Section 431.300 et seq; and 42 CFR Part 2, including any subsequent amendments thereto, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions.

Notification of Breach: During the term of the MOU, Contractor shall notify County within two (2) business days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of County data in violation of any applicable federal or state laws or regulations. Contractor shall take proper corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

B. County shall maintain the confidentiality of Contractor records and information, including, but not limited to, claims, records, patient/client records and information, and I/S records to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XII); Welfare and Institutions (W&I) Code Sections 5328 through 5330, inclusive; W&I Code Section 14100.2; Title 42 CFR Section 431.300 et seq; and 42 CFR Part 2, including any subsequent amendments thereto, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. County shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions.

Notification of Breach: During the term of the MOU, County shall notify Contractor within two (2) business days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of Contractor data in violation of any applicable federal or state laws or regulations. County shall take proper corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on Agreements paid pursuant to this Agreement.

MUTUAL HOLD HARMLESS: It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of Contractor its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of Contractor, its officers and/or employees, and County, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

This indemnity provision survives this MOU.

INSURANCE: Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition. Evidence of such insurance will be provided to the other party upon request.

ALTERATION OF TERMS: The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

NOTICES:

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

County:
Monica Soderstrom
Community Health Division Director
202 Mira Loma Dr.
Oroville, CA 95965
Phone: 530-552-3930
Email: msoderstrom@buttecounty.net

Contractor:
Kimberly Brooke
Program Manager
205 Mira Loma Dr.
Oroville, CA 95965
Phone: 530-552-6229
Email: kbrooke@buttecounty.net

DISPUTE RESOLUTION: Any disagreements that may occur shall be resolved between the project managers of each agency and with a cooperative spirit. Should agreement not be reached, then the matter should go for discussion and considerations between the Directors of each agency.

APPLICABLE LAW AND FORUM: This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.

TERMINATION: County and Contractor each reserve the right to immediately terminate this MOU, notifying each other likewise in writing.

INTEGRATION/ENTIRE AGREEMENT OF PARTIES: This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.

NO DELEGATION OR ASSIGNMENT: Contractor shall not delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to

Contractor. County shall not be obligated to make payment under the Agreement until such time that the amendment is entered into.

ELECTRONIC SIGNATURES: Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SIGNATURE AUTHORITY: Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

