

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

465



**SUBMITTAL DATE:**  
December 10, 2009

**FROM:** Community Health Agency / Department of Public Health

**SUBJECT:** Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and Coachella Valley Association of Governments for Public Health Nursing services to the homeless population.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Agreement between the County of Riverside Department of Public Health and the Coachella Valley Association of Governments from November 1, 2009 through December 1, 2010 in the amount of \$174,629;
- 2) Authorize the Chairperson to sign three (3) originals of said Agreement on behalf of the County; and
- 3) Authorize the Auditor-Controller to adjust the budget as specified in Schedule A, attached.

**BACKGROUND:**

The Department of Public Health (DOPH) was awarded \$174,629 from Coachella Valley Association of Governments to provide public health nursing services to the population at the Roy's Desert Resource Center (RDRC). Services will be provided by a Registered Nurse (RN) with a Public Health Nurse (PHN) certificate. The use of an RN with a PHN certificate is a model that is replicated at numerous homeless services agencies throughout the county.

(continued on page 2)

*Susan D. Harrington*  
Susan D. Harrington, Director of  
Department of Public Health

HP:nd

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 94,030	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> 100% funded by Coachella Valley Association of Governments	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: *Susana Garcia-Bocanegra* 12/10/09  
 SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNCIL  
 BY: *Neal R. Kipnis* DATE: \_\_\_\_\_  
 NEAL R. KIPNIS

Departmental Concurrence

Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD | District: 4 | Agenda Number:

3.8

**SUBJECT:** Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and Coachella Valley Association of Governments for Public Health Nursing services to the homeless population.

**BACKGROUND:** (continued)

The RN will work with the Nurse Manager to assist with the development of the nursing role in the RDRC. The RN will work to ensure appropriate care is provided to pregnant, post-partum women, newborns, children, teens, adults, and seniors.

For fiscal year 2010/2011 the amount to be received is \$80,599.

**SCHEDULE A**  
**Community Health Agency**  
**Department of Public Health**  
**Budget Adjustment**  
**Fiscal Year 2009/2010**  
**November 1, 2009 to June 30, 2010**

**INCREASE IN APPROPRIATIONS:**

10000-4200100000-510040	Regular Salaries	\$55,619.00
10000-4200100000-518100	Budgeted Benefits	\$16,371.00
10000-4200100000-520930	Insurance-Liability	\$350.00
10000-4200100000-520945	Insurance-Property	\$350.00
10000-4200100000-520230	Cellular Phone	\$323.00
10000-4200100000-522860	Medical-Dental Supplies	\$3,902.00
10000-4200100000-523700	Office Supplies	\$1,783.00
10000-4200100000-523760	Postage-Mailing	\$54.00
10000-4200100000-523620	Books/Publications	\$269.00
10000-4200100000-523800	Printing/Binding	\$269.00
10000-4200100000-524500	Administrative Support-Direct	\$8,548.00
10000-4200100000-525440	Professional Services	\$1,077.00
10000-4200100000-527180	Operational Supplies	\$269.00
10000-4200100000-528140	Conference/Registration fees	\$808.00
10000-4200100000-528920	Car Pool Expense	\$269.00
10000-4200100000-529040	Private Mileage Reimbursement	\$1,346.00
10000-4200100000-527780	Special Program Expense	\$1,077.00
10000-4200100000-523640	Computer Equip-Non Fixed Assets	\$1,346.00
		<b>\$94,030.00</b>
	<b>Total Increase in Appropriations</b>	<b>\$ 94,030.00</b>

**INCREASE IN ESTIMATED REVENUE:**

10000-4200100000-781360	Other Miscellaneous Revenue	\$94,030.00
	<b>Total Increase in Estimated Revenue:</b>	<b><u>\$ 94,030.00</u></b>

**SCHEDULE A**  
**Community Health Agency**  
**Department of Public Health**  
**Budget Adjustment**  
**Fiscal Year 2010/2011**  
**July 1, 2010 to December 1, 2010**

**INCREASE IN APPROPRIATIONS:**

10000-4200100000-510040	Regular Salaries	\$47,673.00
10000-4200100000-518100	Budgeted Benefits	\$14,033.00
10000-4200100000-520930	Insurance-Liability	\$300.00
10000-4200100000-520945	Insurance-Property	\$300.00
10000-4200100000-520230	Cellular Phone	\$277.00
10000-4200100000-522860	Medical-Dental Supplies	\$3,345.00
10000-4200100000-523700	Office Supplies	\$1,528.00
10000-4200100000-523760	Postage-Mailing	\$46.00
10000-4200100000-523620	Books/Publications	\$231.00
10000-4200100000-523800	Printing/Binding	\$231.00
10000-4200100000-524500	Administrative Support-Direct	\$7,327.00
10000-4200100000-525440	Professional Services	\$923.00
10000-4200100000-527180	Operational Supplies	\$231.00
10000-4200100000-528140	Conference/Registration fees	\$692.00
10000-4200100000-528920	Car Pool Expense	\$231.00
10000-4200100000-529040	Private Mileage Reimbursement	\$1,154.00
10000-4200100000-527780	Special Program Expense	\$923.00
10000-4200100000-523640	Computer Equip-Non Fixed Assets	\$1,154.00
		<b>\$80,599.00</b>

Total Increase in Appropriations \$ 80,599.00

**INCREASE IN ESTIMATED REVENUE:**

10000-4200100000-781360	Other Miscellaneous Revenue	\$80,599.00
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Total Increase in Estimated Revenue: \$ 80,599.00

**Coachella Valley Association of Governments**

Palm Desert CA 92260

MEMORANDUM OF UNDERSTANDING:

CONTRACTOR: County of Riverside Community Health Agency

AGREEMENT TERM: November 1, 2009 through December 1, 2010

MAXIMUM REIMBURSABLE AMOUNT \$174,629

**WHEREAS** the Coachella Valley Association of Governments hereinafter referred to as CVAG, requires that public health nursing services be provided at Roy's Desert Resource Center;

**WHEREAS** the County of Riverside Community Health Agency hereinafter referred to as CHA, is qualified to provide public health nursing services;

**WHEREAS** CVAG desires CHA to perform these services in accordance with the MEMORANDUM OF UNDERSTANDING TERMS and CONDITIONS, hereinafter referred to as MOU T&C, attached hereto and incorporated herein by this reference. The MOU T&C specify the responsibilities of CVAG and CHA;

**NOW THEREFORE**, CVAG and CHA do hereby covenant and agree that CHA shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this MOU

Authorized Signature for CVAG:	Authorized Signature for CHA:
Printed Name of Person Signing: Steve Pougnet	Printed Name of Person Signing:
Title: CVAG Chairman	Title: Chairman of the Board of Supervisors
Address: 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260	Address:
Date Signed:	Date Signed:
	ATTEST: Kecia Harper-Ihem, Clerk of the Board By:

FORM APPROVED COUNTY COUNSEL  
 BY: Neal R. Kipnis  DATE

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## **I. GENERAL UNDERSTANDINGS.**

### **Parties' Responsibilities**

#### **1.1. Coachella Valley Association of Governments (CVAG) and/or its designate**

1. Provide hard-wall office space for County Public Health Nursing staff to confidentially interview and assess the health care status of clients served by Roy's Desert Resource Center ("clients").
2. Refer clients to the public health nurse (PHN) as deemed appropriate by CVAG and/or its designate.
3. Provide daily resident census of clients to PHN along with the clients' case manager (CM) listing.
4. Provide support as necessary which includes but is not limited to the following: Informing, reminding and encouraging clients about keeping appointments with PHN.
5. Reinforce PHN recommendations/referrals with clients.
6. Share client case information pertinent to PHN's case work as deemed appropriate by CVAG and/or its designate.
7. Communicate client medical problems, when deemed appropriate by CVAG and/or its designate, to PHN.
8. Participate in client case conferences with PHN and other County staff involved in providing services to homeless clients.

#### **1.2 Community Health Agency (CHA)**

1. Provide basic health assessments and public health nursing services as needed to clients of Roy's Desert Resource Center by out stationing a public health nurse (PHN) at the Center. In the event that the primary assigned PHN is unavailable during a regularly scheduled period, the CHA shall make every reasonable effort to provide a replacement PHN. CHA will provide supervision of PHN by a Registered Nurse with a Public Health Nursing certificate.
2. The CHA shall notify CVAG and its designate as soon as CHA becomes aware there may be a gap in coverage (due to staff turn over, re-assignment, or other reason) to provide the services detailed herein.
3. Provide basic first-aid and triage to clients.
4. Conduct health assessments for every family and individual within the client's family after referral from CM.

5. Develop nursing care plans and maintain accurate medical records reflecting all services provided for clients.
6. Direct screening services of clients for hypertension, obesity, diabetes, lice, scabies, TB, etc.
7. Perform pregnancy testing on female clients when clients request this service.
8. As needed, provide education to staff and or clients on health issues, infection control, immunizations, family planning, communicable diseases, sexually transmitted diseases and other appropriate topics.
9. Make referrals for client medical needs such as immunization.
10. If available, dispense over the counter medications to clients when appropriate.
11. Complete progress reports reflecting services provided to clients once quarterly.
12. Provide supervision and staff development for PHN to ensure quality public health care for clients.
13. Establish and maintain cooperative relationships with other health providers to facilitate other care/services needed by clients.
14. Develop and implement a plan of care based on client needs.
15. Assist clients with accessing health and dental care services, when possible linking clients to Riverside County Family Care Centers and other resources, as needed.
16. Serve as a resource for establishing guidelines related to disease control.
17. Periodically evaluate client services for effectiveness, via customer satisfaction survey

## **II. FISCAL PROVISIONS**

### **2.1 Maximum Amount**

Total payment under this MOU shall not exceed the total maximum amount of \$174,629 per year.

### **2.2 Claiming**

1. On a quarterly basis, CHA will submit a claim for reimbursement for the Public Health Nurses' time and will attach staff time reports that correspond to the billing period. The quarterly claim is due to CVAG within 60 calendar days after the end of each quarter. CVAG will reimburse CHA within 45 days from receipt of a properly documented claim from CHA.

2. Payments will be made to CHA in accordance with CVAG's Agreement with Desert Healthcare District (see Exhibit A), the terms of which are incorporated herein. The Desert Healthcare District grant shall be the sole source of funding for the payments to CHA.

### **III. AUDIT DISALLOWANCE**

In the event that CHA receives payment for services under this MOU which is later disallowed by CVAG or the Desert Healthcare District for nonconformance with the terms and conditions herein, CHA shall promptly refund the disallowed amount to CVAG on request.

### **IV. TERMINATION**

Withdrawal from this agreement will be through formal written notice of no less than (90) days, allowing sufficient time to maintain the integrity of the program and reduce any negative impact on the program, clients, and staff.

### **V. ALTERATION**

Alterations in this agreement may only be made in writing as approved by both parties.

### **VI. CONFIDENTIALITY**

Both parties agree to adhere to all Federal, State, and local confidentiality laws and regulations.

### **VII. HOLD HARMLESS**

Each party shall indemnify and hold harmless the other party from liability or damages resulting from its own actions or omissions including those of its' officers or employees in the performance of this agreement.

### **VIII. INDEPENDENT CONTRACTOR**

1. CHA is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CHA shall at all times be under their exclusive direction and control. Neither CVAG nor any of its officers, employees, or agents shall have control over the conduct of CHA or any of their respective officers, employees, or agents, except as set forth in this Agreement. CHA shall not at any time or in any manner represent that either or any of their respective officers, employees, or agents are in any manner officers, employees, or agents of CVAG. CHA shall not incur or have the power to incur any

debt, obligation, or liability whatever against CVAG, or bind CVAG in any manner except as expressly authorized by CVAG.

2. No employee benefits shall be available to CHA in connection with the performance of this Agreement. Except for the fees paid to CHA as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant or Sub-consultant for performing services hereunder for CVAG. CVAG shall not be liable for compensation or indemnification to Consultant or Sub-consultant for injury or sickness arising out of performing services hereunder.

#### **IX. INSURANCE**

CHA shall maintain prior to the beginning of and for the duration of this Agreement general liability coverage through the self insurance program of the State of California and CHA shall at all times provide workers' compensation benefits for its employees.

#### **X. PERIOD OF PERFORMANCE**

This agreement will be renewed on an annual basis for successive one-year periods unless terminated.

# EXHIBIT A

Grant No.: 455

## EXHIBIT A

### DESERT HEALTHCARE DISTRICT ATTRIBUTION POLICY

1. Attribution Wording

Attribution for District-funded programs shall be as follows:

"Made possible by funding from Desert Healthcare District" / "Echo posible por medio de fondos de Desert Healthcare District" or "Funded by Desert Healthcare District" / "Fondado por Desert Healthcare District"

2. Educational Materials

Educational materials are items such as brochures, workbooks, posters, videos, curricula, or games. Materials (in print or electronic formats) produced and distributed for Desert Healthcare District-funded programs shall include the approved wording.

3. Promotional Materials

District attribution shall be included on promotional items such as flyers, banners and other types of signage. However, acknowledgement may be omitted when space limitation is an issue (e.g., buttons, pencils, pens, etc.)

4. Media Materials and Activities

Attribution to the District shall be included in any information distributed to the media for the purpose of publicizing a District-funded program. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements, and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District's program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage

Use of the Desert Healthcare District logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at RECIPIENT's request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the Program Department of Desert Healthcare District.

6. Photograph Consent

RECIPIENT shall permit photographs of District-funded program to be taken by District-designated photographer at District expense, and consents to usage of such photographs on District Web site and other materials designed to inform and educate the public about District.

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_