February 1, 2000

AGENDA: February 15, 2000

BOARD OF SUPERVISORS
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

RE: BUDGET REVISIONS FOR CHILDREN’S MEDICAL SERVICES PROGRAM

Dear Board Members:

This letter requests approval of the following items concerning the Children’s Medical Services (CMS) program: 1) creation of a new 1.00 FTE Public Health Nurse position dedicated to foster care services, and; 2) approval of a medical services consultant agreement in the California Children’s Services (CCS) program and a computer services consultant agreement for use by CCS and other HSA programs. The cost of the new Public Health Nurse position will be covered this fiscal year by $34,510 in additional State and federal revenue (resolution attached) received through the Child Health and Disability Prevention (CHDP) program. Funding will be ongoing in future years. The consultant services agreement will be covered by currently budgeted funds within the affected programs.

CHDP Foster Care Nurse Program Augmentation

The County’s CHDP program is being augmented by $9,935 in State funds to provide public health nursing expertise in meeting the health care needs of children in foster care. The State allocation can be used to obtain an additional $24,575 in federal matching funds through the Medi-Cal program, bringing the total new funding to $34,510 for the period January 1 – June 30, 2000. Funds available in subsequent years will be increased to reflect a 12-month allocation. This funding will support a new full-time Public Health Nurse position stationed at the Human Resources Agency. The PHN will work with HRA foster care staff and the Probation Department to develop, implement, and monitor a health care plan for children placed in foster care, as detailed in the attached scope of work.

Consultant Services Agreements

The California Children’s Services (CCS) program requires a physician consultant who performs a variety of duties related to determining medical eligibility for CCS benefits, initiating case
management plans and participating in case conferences, interpreting CCS program standards and policy letters for care providers, reviewing complex physician billing and fee determination, and related issues. The attached Master Agreement will allow the CCS program to secure these specialized services as needed. The proposed $80 hourly rate is comparable to CCS physician compensation in surrounding counties. The cost of this contract (approximately $45,000 annually) is fully covered by a combination of State CCS and federal Medi-Cal funds.

HSA is also requesting approval of the attached computer consultant agreement with Ken Cosker for use in CCS and other Public Health programs. Mr. Cosker's services will include staff training on word processing, spreadsheet, and data base products, Internet use, and assisting with implementation of program-specific data systems, such as CMS-Net in the CCS program. Mr. Cosker has previously provided staff training and consultation to CCS and other public health programs and is familiar with County systems, policies, and procedures. The anticipated annual contract cost in the CCS program is approximately $12,000, which is partially offset by State funds. Use in other Public Health programs is expected to be less than $10,000 annually. No new County funds are required for this agreement.

It is therefore RECOMMENDED that your Board:

1) Adopt the attached resolution accepting and appropriating $34,510 in unanticipated revenue for the Child Health and Disability Prevention Program.

2) Authorize creation of a new 1.00 FTE Public Health Nurse II position in index 3620 and refer to County Personnel for classification.

3) Approve the attached Master Agreement for Medical Consultant Services to the CCS program and authorize the Health Services Agency Administrator to sign as individual contractors are hired.

4) Approve the attached computer consultant agreement with Ken Cosker and authorize the Health Services Agency Administrator to sign.

Sincerely,

[Signature]
Rama Khalsa, Ph.D., HSA Administrator

RECOMMENDED:

[Signature]
Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
County Personnel
HSA Administration
HSA Personnel
HRA Administration
SEIU
January 5, 2000

George Wolfe, M.D., M.P.H., Director
Santa Cruz County CHDP Program
P.O. Box 962
Santa Cruz, CA 95060

Dear Dr. Wolfe:

HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE (HCPCFC)
BUDGET—JANUARY 1, 2000 THROUGH JUNE 30, 2000

The Children's Medical Services Branch of the State Department of Health Services (DHS) hereby approves your county's January 1, 2000 through June 30, 2000 budget for carrying out the HCPCFC requirements as set forth in CHDP: Program Letter Number 99-6.

To carry out the program from January 1, 2000 through June 30, 2000, the county is authorized to expend the following amounts in accordance with the enclosed budget pages: $9,935 total state funds only; $24,575 total Medi-Cal Title XIX federal funds.

Acceptance of these funds by your county constitutes agreement that the county will comply with all federal and state requirements pertaining to the State CHDP Program and adhere to all applicable policies and procedures set forth by the state DHS.

All quarterly expenditure claims submitted for reimbursement must be based on accurate and auditable documentation, including time studies performed during at least one representative month of each quarter for each budgeted position. Only actual expenditures incurred may be invoiced on quarterly expenditure claims.

Overhead costs submitted on the quarterly claim must be consistent with the county cost allocation plans for the current year. The internal overhead costs claimed for reimbursement must be based on the State Controller's A-87 approval letter. Documentation of these methods for claiming internal and external overhead must be maintained by the county.
George Wolfe, M.D., M.P.H.
Page 2
January 5, 2000

Enclosed is the county's approved line item budget. Please contact your administrative consultant, Brooke Wyszynski, at (415) 904-9686, if you need further assistance.

Sincerely,

Jean Whittiker, R.N., M.S., Chief
Program Operations Section
Children's Medical Services Branch

Enclosure

cc: Carol M. Kerfoot, M.S.W.
CMS Senior Manager
P.O. Box 962
Santa Cruz, CA 95061-0962

Elaine Glenn, P.H.N.
Deputy Director
Santa Cruz County CHDP Program
P.O. Box 962
Santa Cruz, CA 95060

Cecilia Espinola, Administrator
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060

John Rhodes
Chief Probation Officer
P.O. Box 1812
Santa Cruz, CA 95061
COUNTY OF SANTA CRUZ

CHILDREN'S MEDICAL SERVICES

FOSTER CARE PHN ADMINISTRATIVE BUDGET SUMMARY

FISCAL YEAR 1999-2000

<table>
<thead>
<tr>
<th>COLUMN</th>
<th>TOTAL BUDGET (COLUMNS 2+3)</th>
<th>ENHANCED STATE/FEDERAL (25/75)</th>
<th>NONENHANCED STATE/FEDERAL (50/50)</th>
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<td>III. TOTAL CAPITAL EXPENSE</td>
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<td>BUDGET GRAND TOTAL</td>
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<td>21,961</td>
<td>2,614</td>
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</tbody>
</table>

0/26/99
Date Prepared

Thomas D. Johnson, Accountant
Prepared By

(831) 454-4328
Telephone Number
### Children's Medical Services

**FOSTER CARE PHN ADMINISTRATIVE BUDGET JUSTIFICATION WORKSHEET**

(State/Federal Match)

**COUNTY OF SANTA CRUZ**

**Fiscal Year 1999-2000**

**State Funds** and **Title XIX Federal Funds**

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<th>(25/75)</th>
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<th>(50/50)</th>
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**Department of Health Services**
## FOSTER CARE PHN ADMINISTRATIVE BUDGET JUSTIFICATION WORKSHEET

**STATE/FEDERAL MATCH**

### STATE Funds and Title XIX Federal Funds

<table>
<thead>
<tr>
<th>CATEGORY / LINE ITEM</th>
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<th>1B</th>
<th>2A</th>
<th>3A</th>
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<td>5,228</td>
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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF "CALIFORNIA"

RESOLUTION NO. __________

On the motion of Supervisor ______________
duly seconded by Supervisor ______________
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from the State of California for Children's Medical Services program: and

WHEREAS, the County is recipient of funds in the amount of $34,510 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of $34,510 into the Health Services Agency Revenue Index Subobject T/C Wurt%r Nuker Account Name Amount

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index Number</th>
<th>Subobject Number</th>
<th>Account Name</th>
<th>Amount</th>
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<tbody>
<tr>
<td>001</td>
<td>362503</td>
<td>0582</td>
<td>ST AID - CCA</td>
<td>34,510</td>
</tr>
</tbody>
</table>

and that such funds be and are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index Number</th>
<th>Subobject Number</th>
<th>PRJ/UCD</th>
<th>Account Name</th>
<th>Amount</th>
</tr>
</thead>
</table>

-- SEE ATTACHED SHEET --

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By __________________________ Department Head

Date ____________

AUD60 (Rev 5/94)
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of 19, by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

CHAIR OF THE BOARD

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller

Distribution:
Auditor-Controller
County Council
County Administrative Officer
Originating Department

Page 2 of 2
**HEALTH SERVICES AGENCY**
**AUD-60 ATTACHMENT**
**CHILDREN’S MEDICAL SERVICES (CMS) PROGRAM**

**FISCAL YEAR 1999/2000**

**ESTIMATED REVENUES:**

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<th>Amount</th>
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Total $34,510

**APPROPRIATIONS:**

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<th>Expenditure Subobject Number</th>
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Total $34,510
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
   County Administrative Officer
   County Counsel
   Auditor-Controller

FROM: HEALTH SERVICES AGENCY
      (Dept.)
      (Signature) 12/2/00

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency) and MEDICAL CONSULTANT: CHILDREN'S MEDICAL SERVICES PROGRAM (Master Agreement) (Name & Address)

2. The agreement will provide medical consultant services in accordance with State requirements for the Children's Medical Services Program to provide for the above services.

3. The agreement is needed ____________________________ date of execution June 30, 2000 (Continuous)

4. Period of the agreement is from ____________________________ to ____________________________

5. Anticipated cost is $ ______ per hour (Fixed/Var/Not to exceed)


7. Appropriations are budgeted in 362501 (Index#) 3647 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and encumbered. Contract No. C092028 Date ____________________________

GARY A. KNUTSON Auditor-Controller
By ____________________________ Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HSA Administrator to execute the same on behalf of the County of Santa Cruz Health Services Agency (Agency).

Remarks: ____________________________ (Analyst)

Agreement approved as to form. Date ____________________________

Distribution:
   Bd. of Supv. - White
   Auditor-Controller - Blue
   County Counsel - Green
   Co. Admin. Officer - Canary
   Auditor-Controller - Pink
   Originating Dept. - Goldenrod

I, ____________________________ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on ____________________________ 19

County Administrative Officer

County of Santa Cruz

State of California ss

County of Santa Cruz

State Administrative Officer

County of Santa Cruz

State of California ss
SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

Medical Consultant: Children’s Medical Services Program (Master Agreement)

THIS CONTRACT is entered into this ___ day of ____________, 20__, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ____________________________, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provide skilled professional medical consultant services in accordance with State requirements, guidelines, policy and protocols governing the Children’s Medical Services (CMS) program, with special reference to the California Children’s Services (CCS) program. Services include, but are not limited to: administrative case management; program planning and policy development; coordination and collaboration with medical providers, special care centers, and other health care professionals relating to program policies and procedures on the medical aspects of the program; skilled professional medical training, including attendance at professional training sessions and participation in trainings for medical providers concerning the scope of services administered through the CCS program; other medical consultant services as requested.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: a rate of $80.00 per hour. CONTRACTOR will report hours and invoice on the form and in the manner required by COUNTY.

3. TERM. The term of this contract shall be: From Date of Execution until terminated by either party in accordance with Paragraph #4.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party, except under circumstances where CONTRACTOR is deemed to have performed a flagrant act of medical misjudgment or malpractice, upon which this contract may be immediately terminated.

5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no investigation pending regarding CONTRACTOR’S license to practice medicine in the State of California; CONTRACTOR asserts eligibility to participate in Medical or Medicare activities as applicable. If a physician, CONTRACTOR asserts possession of U.S. Drug Enforcement Administration (DEA) License and possession of a State of California Physicians Assistant Supervisor Certificate. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

6. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this contract is in effect.

7. MALPRACTICE CLAIMS. CONTRACTOR will notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within fifteen (15) days of receipt of notice of such actions.

a. COMPLIANCE WITH INFECTION CONTROL POLICIES AND PROCEDURES. CONTRACTOR must comply with all aspects of COUNTY’s policy and procedures governing infection control. CONTRACTOR further must furnish, at CONTRACTOR’s own cost and expense, proof of immunity to measles and to rubella, and documentation of the absence of tuberculosis disease to the extent that is satisfactory to COUNTY’s Health Officer.
9. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall
exonerate, indemnify, defend, and hold harmless COUNTY, its officers, agents,
employees and volunteers from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or
      nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of
      persons, or damage to property as a result of, arising out of, or in any manner connected with the
      CONTRACTOR'S performance under the terms of this contract, if such performance is carried out in a
      fraudulent, criminal, malicious or knowingly wrongful manner. Such indemnification includes any damage
      to the person(s), or property (ies) of CONTRACTOR and third persons.

   B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be
      paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in
      the performance of this contract (including, without limitation, unemployment insurance, social security
      and payroll tax withholding).

10. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract
      (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance
      coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance
      or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and
      shall not contribute to it.

   A. **Types of Insurance and Minimum Limits**

      (1) CONTRACTOR hereby represents that it does not own, operate, or utilize a business
      vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from the
      CONTRACTOR'S place of residence, business, or one principal COUNTY facility in accomplishing the
      result required under this Contract. In reliance on said representation, COUNTY hereby waives any and
      all requirements herein relating to Automobile Liability Coverage.

      (2) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under
      COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability
      arising out of his/her duties under this Agreement. This insurance will provide a defense and indemnify
      CONTRACTOR for his/her actions that are within the scope of this Agreement. Therefore, COUNTY
      waives any and all requirements relating to Comprehensive or Commercial General Liability and
      Professional Liability Insurance coverage for legal liability arising out of the performance of duties under
      this Agreement.

   B. **Other Insurance Provisions**

      (1) CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at
      least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

      (2) CONTRACTOR agrees to provide COUNTY, at or before the effective date of this
      Contract, with a copy of the face page of any required insurance coverage in force on the effective date of
      this Contract and any new or renewal policies effective during the term of the Contract.

      (3) Any required notifications or copies of documents shall be sent to: Health Services
      Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.

11. **NONASSIGNMENT OF AGREEMENT.** CONTRACTOR shall not assign this Agreement to a
      third party without the written consent of COUNTY. Any assignment without such written consent shall
      automatically terminate this Agreement.

12. **ASSIGNMENT OF PAYMENTS.** CONTRACTOR shall assign to COUNTY all payments made by
      patients or other third parties for CONTRACTOR'S services rendered under this Agreement.
13. **CONFLICT OF INTEREST.** CONTRACTOR shall not use, directly or indirectly, clinics conducted by Health Services Agency as a source of patients for CONTRACTOR'S own private practice unless otherwise specifically permitted in other portions of this agreement.

14. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

15. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

16. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

17. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:**

(a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: ____________________________
   Health Services Agency Administrator

CONTRACTOR

By: ____________________________

Address: ______________________

Telephone: ____________________

Professional Lic.# _____________

Expiration Date _______________

Approved as to form:

[Signature]

Assistant County Counsel

Approved as to insurances:

[Signature]

Janet McKinley 1-20-2000

Chief, Risk Management Division

Distribution:

County Administrative Officer
County Counsel
Auditor-Controller
Contractor
Risk Management
Health Services Agency
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
   County Administrative Officer
   County Counsel
   Auditor-Controller

FROM: HEALTH SERVICES AGENCY

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency) and KEIL COSKER, 1810 7th Avenue, Santa Cruz, CA 95062 (Name & Address).

2. The agreement will provide computer consultant services for various Health Services Agency programs.

3. The agreement is needed to provide for the above services.

4. Period of the agreement is from ___________ to June 30, 2000 (continuous).

5. Anticipated cost is $35 per hour (Fixed amount, Monthly rate, Not to exceed).

6. Encumber as follows: $12,300 in 362501/365; $1,030 in 362100/365.

7. Appropriations are budgeted in 362501/362100 (Index#) 3655 (Subobject).

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the County Administrative Officer to execute the same on behalf of the County of Santa Cruz Health Services Agency (Agency).

Remarks:

Agreement approved as to form. Date__________

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

**To Orig. Dept. if rejected.**

(6/95)

35

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by the Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on ____________ 19 __ By ___________________________ Deputy Clerk
SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ___ day of February 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Ken Cosker, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide computer consultation and training services to various Health Services Agency programs. Services include, but are not limited to: providing basic PC orientation; providing individual and group training on word processing, spreadsheet, and data base programs; instruction on using the Internet; assistance with implementing CMS-Net and other program specific data systems; and providing related consultant services as requested. CONTRACTOR will provide training and supplementary materials as needed.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: a rate of $35 per hour. Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice on the form and in the manner required by COUNTY.

3. **TERM.** The term of this contract shall be: from February __, 2000 to June 30, 2000 unless terminated in accordance with Paragraph 4.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’s performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

   b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding.

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor’s Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here __/_____.

   a. Types of Insurance and Minimum Limits

   1. Worker’s Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
2. CONTRACTOR represents to COUNTY that it does not own, operate or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from one principal COUNTY facility in accomplishing the result required under this Agreement. In reliance on said representation, COUNTY waives any and all requirements relating to Automobile Liability Insurance.

3. CONTRACTOR represents to COUNTY that it will accomplish the result required by this contract by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: provide computer training sessions for Health Services Agency staff. In reliance thereon, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability Insurance.

b. Other Insurance Provisions

1. If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.

2. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

7. EQUAL EMPLOYMENT OPPORTUNITY During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

8. NONASSIGNMENT OF AGREEMENT CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

9. PRESENTATION OF CLAIMS Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. RETENTION AND AUDIT OF RECORDS CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,
INDEPENDENT CONTRACTOR STATUS. FACTORS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: ________________________________
County Purchasing Agent

CONTRACTOR

By: ________________________________
Ken Cosker
Address: 1810 7th Avenue
Santa Cruz, CA 95062
Telephone: 831-475-1053
Tax ID number: 0140566031

Approved as to insurances:

Janet McKinley 1-20-2000
Chief, Risk Management Division

Approved as is form:

Palmero
Assistant County Counsel
Children’s Medical Services Branch
Health Care Program for Children in Foster Care
Scope of Work

Goals:
I. The health care needs of each child in protective services custody will be identified and addressed by qualified professionals in a timely manner.
II. A comprehensive plan of health care will be developed, documented, and routinely updated in the case record of each child in foster care.
III. A pool of qualified providers will be available to provide needed health care services to each child in foster care on a timely basis.
IV. The child’s case record will include the information needed to determine the health needs and health status of the child throughout his or her time in foster care.

<table>
<thead>
<tr>
<th>#</th>
<th>Relates to Foster Care Program Goal(a) (I-IV)</th>
<th>Measurable Objective</th>
<th>Activities to Achieve Objective</th>
<th>From Mo/Yr.</th>
<th>To Mo/Yr.</th>
<th>Evaluation Measures/Outcome Indicators</th>
</tr>
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</table>
| I | I | Information regarding the health status and health care needs of each child in foster care will be documented in the child's case record, Health Education Passport (HEP) or its equivalent. | 1. The Foster Care PHN will identify and obtain available health information for the child and use this to prioritize the child’s immediate and ongoing health care needs.  
a) When possible, the PHN will conduct intake interviews with the child’s family/caregivers when the child is first removed from the home to obtain information on the child’s current health status, health care needs, and current care providers.  
b) The PHN will gather and/or interpret information from parents, substitute care providers (SCP), health care providers, schools, and other sources regarding the child’s health history and/or current health care needs.  
c) The PHN will schedule and otherwise arrange for the initial comprehensive health screening examination (a CHDP exam or its equivalent) within 30 days of the child’s entry into foster care.  
d) The PHN will interpret the results of the CHDP exam (or its equivalent) and schedule or otherwise arrange additional assessment, diagnostic, or treatment services when indicated, including dental, | 1/2000 | 6/30/00 | The child’s health status and health care needs at the time he/she is removed from the home will be documented in the child’s case record.  
A HEP will be initiated and include information on the child’s health history when available.  
Within 14 days of the child’s entry into foster care, an appointment for an initial health screening will be scheduled and documented in the child’s case record.  
Within 30 days of entry into foster care, the child will have received a comprehensive health screening and the results of that |
### Children's Medical Services Branch
Health Care Program for Children in Foster Care

#### Scope of Work

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<td>2.</td>
<td>II</td>
<td>A health plan will be developed and included in the case record of children placed in foster care, including probation youth.</td>
<td>mental health and developmental assessments.</td>
<td></td>
<td></td>
<td>examination will be documented in the child's case record.*</td>
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</tbody>
</table>

Initial appointments for all necessary health care services identified through the health screening will be scheduled and documented in the case record within 30 days of the comprehensive health screening.

A health plan which incorporates the results of the comprehensive health screen and any additional health information available will be documented in the child's case record within 30 days of the child's initial health screening.

Information on the child's current health status and anticipated needs for health care services will be documented in a health plan and included in the child's case record.

---

* DSS requirement

**Definitions /Abbreviations: 10/20/99**

Child in Foster Care: A court dependent placed with a relative, foster family, foster agency, or group home, or a ward of the court placed in foster care whose placement is funded by AFDC-FC funds.

Health care needs: The preventive and treatment services needed to ensure that the child's physical, behavioral, dental and developmental health is maintained at the optimum level possible for the child.

A documented plan describing the health services, including dental, required to meet the unique health and mental health needs of the child. This should incorporate information from the child's health history, screenings, assessments, etc. and be included as an integral part of the child's case plan.

HEP: The Health Education Passport which includes information pertaining to the child's health history and is documented in the CWS/CMS record.
### Measurable Objective

The needed health care services identified in the initial health screen will be included in the child's health plan and completed within 60 days of the initial screen.**

### Activities to Achieve Objective

1. The PHN will collaborate with (other) CHDP program staff to **identify** providers in the community qualified and willing to provide the necessary health care services.

2. If requested, the PHN will assemble and provide documentation to the court when necessary for the social **worker/P.O.** to support the request for health care services.

3. The PHN will schedule and otherwise arrange health care appointments for the child as necessary to ensure timely services.

4. For children in foster care placed out of the county of residence, the PHN will work with the foster care **PHN in the county of placement to locate and arrange for needed health care services.**

5. The PHN will collaborate with the social **worker/P.O.** and the SCP to provide necessary health care information to all persons involved in the child's care.

   a. The PHN will work with the social worker/P.O. to ensure that the SCP receives a copy of the HEP, and that the HEP follows the child when the child changes placement.

### Evaluation Measures/Outcome Indicators

- Necessary health care services will have been received within 60 days of the initial health screening and be documented in the child's case record.**

- The CMS/CWS record will show that efforts are being made to attain or maintain preventive and treatment health care services appropriate to his/her age and health status.

- A PHN contact in the originating and placement county (where applicable) for each child in foster care will be documented in the child's case record.

- All information necessary to provide appropriate health care for the child as well as a record of services provided while the child is in placement will be included in the Health and Education Passport.

** EPSDT requirement

Definitions /Abbreviations: 10/20/99

**Child in Foster Care:** A court dependent placed with a relative, foster family, foster agency, or group home, or a ward of the court placed in foster care whose placement is funded by AFDC-FC funds.

**Health care needs:** The preventive and treatment services needed to ensure that the child's physical, behavioral, dental and developmental health is maintained at the optimum level possible for the child.

**Health Plan (HP):** A documented plan describing the health services, including dental, required to meet the unique health and mental health needs of the child. This should incorporate information from the child's health history, screenings, assessments, etc. and be included as an integral part of the child's case plan.

**HEP:** The Health Education Passport which includes information pertaining to the child's health history and is documented in the CWS/CMS record.
### Children’s Medical Services Branch
Health Care Program for Children in Foster Care

#### Scope of Work

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<td>b) The PHN will work with the SCP to keep the child’s HEP current to reflect pertinent health history and services provided since the child’s entry into foster care.</td>
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<td>The name of a primary care provider—preferably a CHDP provider—who will serve as a consistent source of primary care for the child while s/he remains in placement will be documented in the child’s case record.</td>
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<td>c) The PHN will work with the social worker, P.O., and SCP to establish an appropriate, consistent, and convenient source of primary care that will serve as the child’s “medical home” for periodic and episodic care</td>
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<td></td>
<td>Referrals for, and receipt of necessary services for children with special health care needs will be documented in the case record.</td>
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<td>6) The PHN will assist the social worker/P.O. to select, when applicable, a long-term SCP appropriate to the health care needs of the child.</td>
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<td>7) The PHN will work with the health care provider and the social worker/P.O. to assist the SCP to understand the child’s health care needs and to receive the training necessary to provide appropriate care.</td>
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<td>8) When necessary, the PHN will attempt to secure the additional services necessary to support the SCP in providing for the child’s health care needs, including but not limited to EPSDT-SS.</td>
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<td>9) The PHN will facilitate referrals to the California Children Services (CGS) program when appropriate.</td>
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### Definitions /Abbreviations: 10/20/99

**Child in Foster Care:** A court dependent placed with a relative, foster family, foster agency, or group home, or a ward of the court placed in foster care whose placement is funded by AFDC-FC funds.

**Health care needs:** The preventive and treatment services needed to ensure that the child’s physical, behavioral, dental and developmental health is maintained at the optimum level possible for the child.

**Health Plan (HPP):** A documented plan describing the health services, including dental, required to meet the unique health and mental health needs of the child. This should incorporate information from the child’s health history, screenings, assessments, etc. and be included as an integral part of the child’s case plan.

**HEP:** The Health Education Passport which includes information pertaining to the child’s health history and is documented in the CWS/CMS record.
### Definitions /Abbreviations: 10/20/99

**Child in Foster Care:** A court dependent placed with a relative, foster family, foster agency, or group home, or a ward of the court placed in foster care whose placement is funded by AFDC-FC funds.

**Health care needs:** The preventive and treatment services needed to ensure that the child's physical, behavioral, dental and developmental health is maintained at the optimum level possible for the child.

**Health Plan (IIP):** A documented plan describing the health services, including dental, required to meet the unique health and mental health needs of the child. This should incorporate information from the child's health history, screenings, assessments, etc. and be included as an integral part of the child's case plan.

**HEP:** The Health Education Passport which includes information pertaining to the child's health history and is documented in the CWS/CMS record.

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<td>4</td>
<td>II</td>
<td>The health plan of children in foster care will be reviewed and updated on a regular basis, and kept current with each health care occurrence.</td>
<td>1) The PHN will collaborate with the social worker/P.O. to develop and/or maintain a system for tracking and follow-up on changes in the health care status of the child, services needs, effectiveness of services provided, etc. 2) The child's health plan will be reviewed by the PHN, the child's social worker/P.O., and the SCP and updated as necessary to keep current with the child’s health care needs. 3) The PHN will collaborate with the social worker/P.O. to determine the need for, and to secure additional health care services as necessary.</td>
<td>Written reports from all providers of court ordered health care services will be included in the child’s case record. Health care provider recommendations will be reflected and incorporated into the child’s health plan to the extent possible. A review and update to the child’s health plan will be documented at least every 6 months. The date and type of services requested, initiated, and completed will be documented in the case record.</td>
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<td>5</td>
<td>III</td>
<td>The network of providers qualified and willing to accept a referral of a child in foster care for services will be sufficient to ensure that assessment and/or treatment services are available within 30 days of the referral.</td>
<td>1) The PHN will collaborate with local CHDP program staff in evaluating the adequacy of the referral network including the number and qualifications of CHDP and CCS providers of primary and specialty health care, pediatric dentists, and mental health professionals qualified to care for children and adolescents. 2) The PHN will collaborate with other staff in CMS, County Mental Health, etc., to identify and recruit additional qualified providers willing to care for children in foster care. 3) The PHN will participate in the development and maintenance of Educational programs will be documented.</td>
<td>A current provider list will be available.</td>
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# Relates to Which Foster Care Program Goal(s) (I-IV) Measurable Objective Activities to Achieve Objective From To Evaluation Measures/Outcome Indicators

<table>
<thead>
<tr>
<th>#</th>
<th>Measurable Objective</th>
<th>Activities to Achieve Objective</th>
<th>From</th>
<th>To</th>
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<tr>
<td>6</td>
<td>A quality assurance/quality improvement (QA/QI) plan to evaluate and modify (as necessary) the operation of the Health Care Program for Children in Foster Care will be implemented.</td>
<td>provision of educational programs for health care providers to increase awareness of and interest in the health care needs of children in foster care. 1) The PHN will collaborate with County/City PHN and Child Welfare Services Foster Care staff to develop and implement a quality assurance/quality improvement plan for the Health Care for Children in Foster Care program. 2) QA/QI activities may include review and analysis of case records including data such as: a) Inclusion of health plan and health status information in child’s case record/HEP. b) Time elapsed between when assessment or treatment service recommended or court ordered and when initiated and/or completed. c) Inclusion of health status information and related recommendations in social worker/P.O. court reports when relevant and/or required by statute or regulation. d) Number of Health Education Passports issued to and/or kept complete by SCPs. e) Numbers of CHDP/CCS providers providing care to foster care children in the county.</td>
<td></td>
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<td>including course outline, list of attendees, and course evaluations. Systems, procedures, and protocols have been developed or modified to assure the QA/QI findings are implemented. Timeframes specified in applicable statutes and regulations will be met. The number of HEPs issued will increase, and data included will be up-to-date. The pool of qualified providers serving</td>
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### Scope of Work

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<tr>
<td>1.</td>
<td>I: Education and technical assistance will be provided to social workers/P.O.s, juvenile court staff and SCPs in all California counties.</td>
<td>1) Time elapsed between attempt to schedule health appointment and first available opening by type of service (health screen, specialty care, etc.). 2) The local CHDP program will maintain documentation of the date of record review, report of the findings, and recommendations for modifying the implementation of the Health Care Program for Children in Foster Care.</td>
<td>children in foster care will be sufficient to ensure that necessary health care services can be accessed in a timely manner.</td>
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<td>1) The Foster Care PHN supervisor or designee will collaborate with State CMS staff and State and local CWS/probation department staff to design, arrange, and/or conduct educational programs for social worker/P.O.s, judges, SCPs, and others to provide additional training regarding the health care needs of the child, and recognition of actual or potential health problems.</td>
<td>Educational programs offered including course outline, lists of attendees, and course evaluations, will be documented in the PHN training log. Number of social worker/P.O.s, judges, and foster care providers who have participated in educational program will be documented. The number and nature of trainings provided and/or requests for training and/or technical assistance will be documented in the PHN training log.</td>
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<td>a) Educational programs for social worker/P.O.s may include training intake workers to recognize health conditions or injuries requiring immediate medical attention; importance of ongoing preventive care and early intervention; development of an individualized health care plan for the child; ongoing evaluation and planning for child’s health care needs including “family-centered” planning, etc.</td>
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<td>b) Training programs for juvenile court (judges, attorneys, advocates) will be optional and may focus on importance of early and ongoing assessment of</td>
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### Definitions /Abbreviations: 10/20/99

**Child in Foster Care:** A court dependent placed with a relative, foster family, foster agency, or group home, or a ward of the court placed in foster care whose placement is funded by AFDC-FC funds.

**Health care needs:** The preventive and treatment services needed to ensure that the child’s physical, behavioral, dental and developmental health is maintained at the optimum level possible for the child.

**Health Plan (HP):** A documented plan describing the health services, including dental, required to meet the unique health and mental health needs of the child. This should incorporate information from the child’s health history, screenings, assessments, etc. and be included as an integral part of the child’s case plan.

**HEP:** The Health Education Passport which includes information pertaining to the child’s health history and is documented in the CWS/CMS record.
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<td>8.</td>
<td>PHNs working in the Health Care Program for Children in Foster Care will collaborate with colleagues in other counties/cities to expand and share strategies for addressing the health care needs of the population of children in foster care.</td>
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<td>1) The FC/PHN supervisor (s) or designee(s) will attend regional meetings and training programs to identify strengths, barriers, and strategies for effectively addressing the health care needs of children in foster care.</td>
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<td>2) The FC/PHN supervisor(s) or designee(s) will participate in designing an evaluation to address the impact of the PHN role on health outcomes for children in foster care.</td>
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<td>PHNs will implement and document their role in evaluation.</td>
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<td>Attendance and issues/actions at regional meetings will be documented.</td>
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