

MEMORANDUM OF UNDERSTANDING
BETWEEN
Sonoma County Human Services Department
AND
Santa Rosa Community Health Centers
FOR
Redwood Children's Center Services
Term: 07/01/2025-06/30/2028
HSD MOU Number: FYC-SRCHC-RCC-2528

Preamble

This Memorandum of Understanding (MOU), dated as of July 1, 2025 ("Effective Date"), is entered into by and between the County of Sonoma Human Services Department, hereinafter referred to as HSD, and the Santa Rosa Community Health Centers, hereinafter referred to as SRCHC.

WHEREAS, HSD operates the Redwood Children's Center (RCC); and

WHEREAS, RCC provides a welcome place where children, teens and adults with developmental disabilities can be interviewed about allegations of physical or sexual abuse or domestic violence; and

WHEREAS, it is the mutual objective of HSD and SRCHC to establish a working agreement with respect to providing medical follow-up and evaluation services to RCC clients; and

WHEREAS, SRCHC is qualified by reason of training, licensing, experience and staffing to provide medical services to RCC clients after the interview; and

WHEREAS, both HSD and SRCHC have a mutual goal of providing caring and supportive services to the residents of Sonoma County,

NOW, THEREFORE, HSD and SRCHC agree to the following provisions:

General Provisions

I. Purpose

The purpose of the MOU is to delineate the roles and responsibilities of HSD and SRCHC in providing specialized medical follow-up and evaluation services to RCC clients who lack insurance or a medical provider, or who are already SRCHC patients.

Each party to this MOU shall perform the services and shall complete all obligations assigned to that party as described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A").

II. Term of Memorandum of Understanding

The term of this MOU shall be from July 1, 2025 through June 30, 2028, unless terminated earlier in accordance with the provisions in II.B. below.

Either party to this MOU may terminate the MOU for convenience and without cause. Termination shall be effected by giving the other party thirty (30) days advance written notice of the effective date of termination.

III. Payment

No payment is to be made by either party to the other party for the services described herein, it being understood by the parties that SRCHC will invoice the client, Medicare, Medicaid or other third-party payor in accordance with applicable federal and state statutes and regulations. For insured clients, SRCHC will bill the clients' insurers directly. For uninsured clients, SRCHC provides a sliding discount fee schedule for clients who are at or below 200% of the federal poverty guideline. No client will be denied services due to an individual's inability to pay.

The parties agree to meet annually to assess the financial sustainability of the services provided under this MOU and to discuss any potential adjustments or alternative funding mechanisms if uncompensated care significantly impacts SRCHC operations.

IV. Departmental Communication

All notices and reports shall be made in writing and addressed to:

HSD: Human Services Department
Family, Youth & Children's Services Division
Barbara Cromwell
bcromwell@schsd.org

SRCHC: Santa Rosa Community Health Centers
Gabriela Bernal Leroi
Chief Executive Officer
Contracts@srhealth.org

V. Assigned Personnel

SRCHC will comply with Business and Professions Code Section 18975. SRCHC is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI) as well as mandated reporter training for all its employees, volunteers, and administrators.

VI. Confidentiality

All parties agree to maintain the confidentiality of employee and client/patient information in accordance with all applicable state and federal laws and regulations, including electronic confidentiality, if applicable.

VII. Electronic Confidentiality

In addition to any other provisions of this agreement, all parties to this agreement shall be responsible for ensuring that electronic media containing confidential and sensitive RCC client data (herein, "client data") is protected from unauthorized access.

- A. Both parties shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in an open view of persons not authorized to have access to confidential data and information; 2) protected by unique secure passwords; and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Both parties shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.
- B. Both parties shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phone and other handheld computing devices with data storage capability.
- C. Both parties shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.
- D. Upon expiration or termination of this agreement, both parties shall destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data, other than client data which either party is entitled to maintain independent of this MOU and/or is obligated by applicable law to maintain.
- E. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue throughout the term of the Agreement.
- F. In the event of a known or suspected data breach involving confidential RCC client data, the party discovering the incident shall notify the other party within two (2) business days of discovery. Both parties agree to cooperate in good faith on an appropriate response, which may include investigation, notification, mitigation, and fulfillment of any legal reporting obligations required by federal or state law.

VIII. Nondiscrimination

- A. Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Memorandum of Understanding are incorporated herein by this reference.
- B. Both parties understand and agree that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

- C. Both parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

IX. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) to the extent arising out of any act, omission, or negligence of, and/or breach of this MOU by, such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.

X. Rights to Data

Subject to compliance with all applicable state and federal laws and regulations regarding the confidentiality of client/patient records including, without limitation, the Health Insurance Portability and Accountability Act, the parties to this MOU may use de-identified or aggregate data only, and solely in a manner reasonably related to the provision and evaluation of services under this MOU. Neither party shall use identifiable client data for secondary or unrelated purposes without prior written consent and compliance with all applicable confidentiality laws.

XI. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in good faith within ten (10) business days to attempt resolution. If unresolved, the issue shall be escalated to designated executive representatives of both parties, who shall meet within ten (10) additional business days. If a resolution is still not reached, either party may pursue termination in accordance with Section II.B. above

XII. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

XIII. Severability

If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

XIV. Force Majeure

Neither party shall be liable for failure to perform any of its obligations under this MOU during any period in which such performance is delayed or rendered impracticable or impossible due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, pandemics, or governmental restrictions.

XV. Merger

This writing is intended both as the final expression of the MOU between parties hereto, with respect to the terms, and as a complete and exclusive statement of the terms of the MOU. No amendment to this MOU shall be effective unless and until such amendment is evidenced in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

Santa Rosa Community Health Centers

Human Services Department

By: _____
Gabriela Bernal Leroi
Chief Executive Officer

By: _____
Angela Struckmann
Director
Human Services Department

Date: _____

Date: _____

Reviewed for Content

By: _____
Donna Broadbent
Division Director
Family, Youth & Children's
Services Division

Exhibit A: Scope of Work

I. SANTA ROSA COMMUNITY HEALTH (SRCHC) RESPONSIBILITIES

SRCHC is responsible for delivering the following services to the County of Sonoma Human Services Department (HSD) at the Redwood Children's Center (RCC):

- A. Provide medical follow-up and evaluation to RCC clients who lack insurance or a medical provider, or who are already SRCHC patients.
- B. Ensure timely scheduling of RCC clients referred for medical follow-up, with initial scheduling call not to exceed 5 days from the referral date and initial visit occurring within 14 business days, to the extent reasonably practical given client and provider availability.
- C. Ensure that signed release of information (ROI) authorizing communication between SRCHC and RCC is obtained from child (if age 12 or older) or guardian (if under age 12).
 - i. With a signed and active ROI on file, medical providers will communicate to RCC any new information regarding the investigation, including but not limited to positive sexually transmitted infection (STI) results.
 - ii. With a signed and active ROI on file, attend and actively participate in monthly Case Review meetings when case presented is an SRCHC patient.
 - iii. With a signed and active ROI on file, share relevant information with the MDT regarding child abuse victims while protecting the child's rights to confidentiality and the medical professional's legal and ethical requirements.
- D. Submit monthly reports via encrypted email on the 5th of each month, or the next business day if the 5th falls on a weekend or holiday, reporting on the previous month's activity. Reports will be in a mutually agreed upon format, with the goal of tracking the status and follow-through of all medical referrals to SRCHC.
- E. Ensure that new medical providers receiving RCC referrals attend Multidisciplinary Team (MDT) orientation or review orientation recording.
- F. Upon request by the RCC Supervisor or designee, an SRCHC medical provider will serve, as availability allows, as a clinical consultant to MDT on issues relevant to child development, wellness, and need for specialty follow-up.
- G. Abide by confidentiality laws set forth by the County of Sonoma Human Services Department and the Family, Youth & Children's Division.
- H. SRCHC is not expected to conduct mental health follow-up or referrals with RCC-referred clients.

II. HUMAN SERVICES DEPARTMENT (HSD) RESPONSIBILITIES

HSD's RCC responsibilities are as follows:

- A. Assess families' need for medical referral, including insurance type and status.
- B. Ensure that all clients referred to SRCHC have signed release of information authorizing communication between RCC and SRCHC.
- C. Refer families to SRCHC via mutually agreed upon referral form transmitted via secure electronic fax: 707-583-8775 (Attention: Deirdre Bernard-Pearl, MD, Araceli Cisneros, Henry Gomez).
- D. Ensure referrals to SRCHC contain current contact information that is necessary and sufficient to achieve timely scheduling timeframes.
- E. Include appropriate SRCHC staff in meetings, planning, and evaluations regarding program operation under this MOU.
- F. Provide on-going orientation to SRCHC staff regarding RCC procedures, policies, requirements, and staffing.
- G. Serve as main communication hub for SRCHC staff. Contact information is as follows:
 - i. Email: rcc@schsd.org
 - ii. Phone: (707) 565-6360