



TIER 2 and 3 MAMAs Neighborhood Network of Care Partner

Memorandum of Understanding (MOU)

Between

**Los Angeles County Department of Health Sciences (DHS)
Women's Health Program and Innovation
Strong Start Initiative- MAMAs Neighborhood Program**

And

"AGENCY"

“ Agency Name”

This memorandum of understanding (MOU) is executed in the State of California by and among the parties for the express purpose of establishing conditions upon which the **Los Angeles County Department of Health Sciences (DHS), Women’s Health Program and Innovation, Strong Start Initiative- MAMAs Neighborhood Program** (hereinafter referred to as **DHS – MAMAs Neighborhood**) and **“ Agency Name”** (hereinafter referred to as **“AGENCY”**). It outlines the intent of **DHS- MAMAs Neighborhood** and its **Network of Care Partner, “AGENCY”, to provide services for DHS patients who have consented to participate in DHS' program and have signed an Authorization to Share Protected Health Information (PHI) with “AGENCY” who is working to provide support services to the individual patient.**

NOW, THEREFORE, in accordance with that which is stated herein, each of the parties mutually agree to the following:

A. Purpose

As part of DHS-MAMAs Neighborhood, DHS is establishing Networks of Care that are identifiable and easily utilized by pregnant moms and their families. As part of these Networks of Care, bidirectional referrals will be made to link DHS-MAMAs Neighborhood patients with community based organizations (CBOs) to improve access and navigation of these perinatal health services pathways of care.

B. Scope

DHS has established a three Tier referral system to address their patients’ needs. With respect to this Agreement, DHS has determined the referral to **“AGENCY”** fits the criteria of a **“Tier 2 AND 3 Network of Care Partner”**. **“AGENCY”**, as a **Tier 2 OR 3 Network of Care Partner**, may/will receive PHI from DHS from each patient who has signed an Authorization to share such PHI.

“AGENCY” will participate as a TIER 2 3 PARTNER (check one).

Bi-Directional Referral:

- Care Coordinators/DHS Program staff will refer pregnant patients who have signed the appropriate Consent and Authorization to “AGENCY” and in turn, agrees to accept referral from “AGENCY” staff to determine if they are appropriate to also participate in this program.

Points of Contact:

- DHS Program Director or designate will serve as the responsible person to ensure that activities outlined in this MOU are accomplished.
- “AGENCY” shall identify and designate appropriate staff responsible to oversee this program and the terms of this MOU.

Communications:

- After the appropriate Authorization to Release Protected Health Information (PHI) is obtained from the patient, communications will be accomplished through phone call, email, post, regular meetings and/or teleconferences. Upon Authorization, **patient/client PHI will only be shared by email through encrypted and/or password protected files.**

Monitoring Feedback:

- Feedback regarding the outcome of referrals shall be provided on a quarterly basis.

Promotional Activities:

- Collaborate with “AGENCY” in the development of outreach materials, other promotional activities and special services including informational flyers and pamphlets.
- Will collaborate with “AGENCY” in public awareness and outreach activities as appropriate.
- Will share such items as eligibility requirements, brochures and flyers with “AGENCY”.
- Will distribute information to inform families of the services offered by “AGENCY” at registration, check in, and classes.

Additional Requests:

- Additional requests may be performed if agreed upon by both agencies. Requests include but are not limited to: In-service with physicians for prenatal patients, Informational presentations and **DHS-MAMAs Neighborhood** outreach at “AGENCY” events.

“AGENCY” agrees to the following:

Bi-Directional Referral:

- Refer individual patients and/or clients to **DHS-MAMAs Neighborhood** and receive referrals from DHS-MAMAs Neighborhood program staff. “AGENCY” will identify a contact person who will act as a liaison to handle referral forms.

Referral Contact Person(s): _____

“AGENCY”

Points of Contact:

- Program Director or designate will serve as the responsible person to ensure that activities outlined in this MOU are accomplished as agreed.

Name of Program Director or Designate: _____

“AGENCY”

Communications:

- “AGENCY”, if considered a Covered Entity under HIPAA, shall have their own independent obligations to ensure the appropriate level of Authorization is obtained to permit communications. Such Authorized Communications will be accomplished through phone call, email, post, regular meetings and teleconferences. The elements of the Tier 2 AND 3 feedback shall involve PHI. Patient/Client PHI will only be shared by email through encrypted and/or password protected files.

Monitoring Feedback:

- Feedback regarding the outcome of referrals shall be provided on a quarterly basis. The elements of the Tier 2 AND 3 feedback shall involve PHI.

Promotional Activities:

- Will collaborate with **DHS-MAMAs Neighborhood** in the development of outreach materials, other promotional activities and special services including **MAMAs Neighborhood** collaborative activities and/or **MobileMAMA** decal post (if relevant).
- Will collaborate with MAMAs Neighborhood in public awareness and outreach activities as appropriate.
- Will share such items as eligibility requirements, brochures and flyers with DHS-MAMAs Neighborhood.

- Will distribute information to inform families of the services offered by MAMAs Neighborhood at registration check in and classes.

Services:

- Will provide comprehensive child development services to prenatal families and families with infants and toddlers through home base services.
- Inform patients of resources that may be available to them and assist them with initial efforts to access such resources.

Additional Requests:

- Additional request may be performed if agreed upon by both agencies. Requests include but not limited to: Informational presentations and “**AGENCY**” outreach at **DHS-MAMAs Neighborhood** events.

Patient/Client Protection:

- Maintain confidentiality and maintain other procedural safeguard in a manner to ensure parental understanding.
- Help parents understand their rights and responsibilities, procedural safeguards and the due process hearing and complaint procedures, and of their right to request assistance in filing for due process or filing a complaint.
- **MOU must be signed for Tier 2 AND 3 relationship to be established.**

PERFORMANCE AND PERIOD OF AGREEMENT

This agreement shall be effective on date of signature. The agreement shall be reviewed annually but will be considered in effect without the need for annual re-signing unless one or the other parties requires changes or determines that they cannot continue to be party to the agreement. In either case, the party wishing to initiate a change or to terminate the agreement shall be responsible for notifying the other parties. In case of termination, this notification shall be in writing by the executors of this agreement. The agreement shall terminate within 30 days of such notification unless a modified agreement is signed by all parties.

REFERENCE

Both DHS and “AGENCY” agree and identify that they are both responsible to determine if they are considered Covered Entities as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

APPROVAL:

I am authorized to sign the Memorandum of Understanding (MOU) between DHS-MAMAs Neighborhood and “AGENCY”. By doing so I give my approval for the provision contained herein.

Partnering Agencies:

“AGENCY”
[Contact details]

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NAME
CEO/EXECUTIVE DIRECTOR
“AGENCY”

Date

Erin Saleeby MD, MPH
Director of Women’s Health Programs and Innovation
DHS-MAMAs Neighborhood

Date