

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
<COMMUNITY BASED ORGANIZATION>
TO ESTABLISH A
MULTIDISCIPLINARY PERSONNEL TEAM
FOR THE PROVISION OF
DIFFERENTIAL RESPONSE-PATH ONE SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency, hereinafter referred to as “COUNTY,” and <COMMUNITY BASED ORGANIZATION>, hereinafter referred to as “CBO.” This MOU contains program content and purpose along with guidelines for the establishment of a multidisciplinary personnel team (MDT) to offer Differential Response-Path One (DR-Path 1) services.

COUNTY and CBO may be referred to individually as “Party” and collectively as “the Parties.” The relationship between COUNTY and CBO, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 10850.1 and 18951, which establish guidelines for the formation of a MDT, and WIC Section 10601.2, which calls for the identification and replication of best practices such as Differential Response (DR) to achieve measurable outcomes for child welfare systems.
2. This MOU sets forth the guidelines authorized by both the SSA Director and the CBO, for their respective employees to follow in providing DR-Path 1 via a MDT.
3. COUNTY and CBO have agreed to work together to provide DR-Path 1 via a MDT.
4. COUNTY funds the provision of child abuse and neglect prevention and intervention services as authorized and provided for pursuant to WIC Section 16501.

5. A partnership between COUNTY's child abuse prevention and intervention efforts and CBO's staff and volunteers to establish a MDT in order to offer DR-Path 1 will allow for a greater engagement of FAMILIES with services provided within their community and diverting them from entering the child welfare system.

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1. TERM

The term of this MOU shall commence on July 1, 2021, and end on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 24 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality.

2. PURPOSE

The purpose of this MOU is to set forth provisions for the establishment of a MDT pursuant to the requirements of WIC Section 10850.1 that allows for the disclosure and exchange, with other members of the MDT, any information or writing that is kept or maintained in connection with any program of public social services or otherwise designated as confidential consistent with the provisions of WIC Section 10850.1.

3. DEFINITIONS

3.1 Differential Response (DR): A multiple-path strategy developed to improve outcomes for FAMILIES in crisis by strengthening communication between agencies within the child welfare system and enhancing the responsiveness of child welfare services and the community to those FAMILIES.

3.2 DR-Path 1: A strategy utilized when alleged child abuse reports do not meet the statutory definition of child abuse or neglect but there are indications that a family is experiencing problems that may result in the neglect, abuse, exploitation, or delinquency of children, and which could be addressed by CBO and prevent the unnecessary separation of families by identifying family problems, assisting families in resolving their problems, and preventing the breakup of families where the prevention of child removal is desirable and possible. Those reports of alleged child abuse are reviewed by the MDT to determine the appropriateness of offering services to the family.

3.3 Multidisciplinary Personnel Team (MDT): A team of three (3) or more persons trained in the prevention, identification, and treatment of child abuse and neglect

cases and who are qualified to provide a broad range of services related to child abuse. The team may include, but not be limited to, trained counseling personnel, police officers or other law enforcement agents, medical personnel, social workers, public or private school teachers, administrative officers, supervisors of child welfare, or certified pupil personnel employees. The MDT meets regularly to discuss children and families of alleged child abuse reports which do not meet the statutory definition of child abuse or neglect but may result in the neglect, abuse, exploitation, or delinquency of children, and which could be addressed by the MDT and prevent the unnecessary separation of families by identifying family problems, assisting families in resolving their problems, and preventing the breakup of families where the prevention of child removal is desirable and possible.

4. POPULATION TO BE SERVED

4.1 Population to be served shall include children and families of alleged child abuse reports, referred by COUNTY, whose reports do not meet the statutory definition of child abuse or neglect, but for whom the provision of services would be directed towards the accomplishment of a purpose in WIC Section 16501. The children and families to be served shall be referred to as “FAMILIES.”

5. GOAL

The goal of this MOU is to prevent child abuse and neglect by engaging a greater number of FAMILIES in services that may be available within their community without having to bring those FAMILIES into the child welfare system. Early identification and implementation of these community services will enhance the family’s ability to become more self-sufficient and improve their parenting skills.

6. CBO RESPONSIBILITIES

CBOs shall:

6.1 Submit a certification to COUNTY, in the form attached as Exhibit A, confirming

that MDT members meet the qualifications described in Subparagraph 6.2 and have received training described in Subparagraph 6.4.

- 6.2 Recruit MDT members who are trained in the prevention, identification, management, and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect that meet the following qualifications and ability to:
 - 6.2.1 Protect and promote the welfare of all children, including disabled, homeless, dependent, or neglected children.
 - 6.2.2 Prevent, remedy, or assist in the solution of problems that may result in the neglect, abuse, exploitation, or delinquency of children.
 - 6.2.3 Prevent unnecessary separation of children from their families and ability to identify family problems, assist families in resolving their problems, and prevent breakup of the family where the prevention of child removal is desirable and possible.
 - 6.2.4 Maintain the confidentiality of highly sensitive and confidential information.
 - 6.2.5 Outreach and engage FAMIIES at risk of child abuse/neglect.
 - 6.2.6 Assess the needs of FAMILIES.
 - 6.2.7 Contribute resources to assist in the sustainability of the MDT.
 - 6.2.8 Possess knowledge of and experience with community resources.
 - 6.2.9 Collaborate with other CBOs and MDT members.
- 6.3 Provide Live Scan for MDT members.
- 6.4 Provide training to MDT members in areas including, but not limited to:
 - 6.4.1 Prevention, identification, management, or treatment of child abuse or neglect cases.
 - 6.4.2 Prevention or remedying, or assisting in the solution of problems that may result in, the neglect, abuse, exploitation, or delinquency of children

- 6.4.3 Prevention of the unnecessary separation of families by identifying family problems, assisting FAMILIES in resolving their problems, and preventing the breakup of FAMILIES where the prevention of child removal is desirable and possible.
- 6.4.4 Identification of available community resources available to FAMILIES.
- 6.4.5 Rules of confidentiality that apply to this MOU and the MDT.
- 6.4.6 Operational procedures of the MDT as established by COUNTY.
- 6.4.7 Usage of Differential Response Tracking System (DRTS) or similar data tracking system specified by COUNTY.
- 6.4.8 All other pertinent provisions of this MOU.
- 6.5 Participate in MDT and DR-Path 1 related training as requested by COUNTY.
- 6.6 Acquire information about FAMILIES from COUNTY and, as an MDT member, review family information to determine appropriateness of offering services.
- 6.7 Facilitate and/or participate in regular MDT meetings. Coordinate and schedule monthly MDT meetings with COUNTY to discuss referrals and to review assessments and service plan recommendations, as well as additional options for community-based services for FAMILIES.
- 6.8 Coordinate DR Path-1 family outreach attempts with MDT members to contact FAMILIES to educate, offer, link, and enroll into community based services, including, but not limited to, FRCs.
- 6.9 Coordinate attempts to contact referred FAMILIES within the guidelines established by the MDT or until the FAMILY declines services. COUNTY shall be notified of FAMILIES that were unable to be contacted or contacted but denied voluntary services. COUNTY shall also be notified of FAMILIES who initially decline services but accept at a later date.
- 6.10 Utilize the DRTS to receive all DR-Path 1 referrals from COUNTY and record activity data for the referrals.

6.11 Maintain records of efforts or engagements to offer services, engagement outcomes, and other activities relevant to DR Path 1, as requested by COUNTY.

7. COUNTY RESPONSIBILITIES

7.1 Provide information to MDT through the DRTS, regarding FAMILIES identified in alleged child abuse reports whose reports do not meet the statutory definition of child abuse or neglect, but for which the MDT through the DRTS could offer services that would prevent, remedy, or assist problems that may result in the neglect, abuse, exploitation, or delinquency of children, and which could be addressed by the MDT and prevent the unnecessary separation of families by identifying family problems, assisting FAMILIES in resolving their problems, and preventing the breakup of FAMILIES where the prevention of child removal is desirable and possible.

7.2 Facilitate and/or participate in regular MDT meetings.

7.3 Ensure that MDT members complete required training and any MDT or DR-Path 1 related training, as requested by COUNTY.

7.4 Maintain records of alleged child abuse report information provided to the MDT and efforts or engagements of the MDT to offer services, engagement outcomes, and other activities relevant to DR Path 1, as reported by the MDT.

8. NON-DISCRIMINATION

8.1 In the performance of this MOU, CBO agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all

applicable federal or State laws.

8.2 CBO shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain CBO's compliance with this Paragraph 8 et seq.

8.3 Non-Discrimination in Employment

8.3.1 All solicitations or advertisements for employees placed by or on behalf of CBO shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

8.3.2 CBO shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Telephone: (800) 884-1684

(800) 700-2320 (TTY)

8.4 Non-Discrimination in Service Delivery

8.4.1 CBO shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR)

section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CBO shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Paragraph 8 et seq.

8.4.2 CBO shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

8.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

8.4.2.2 Discrimination Complaint Form

8.4.2.3 Civil Rights Contacts

County Civil Rights Contact

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

(800) 368-1019

9. SUBCONTRACTS

CBO shall not subcontract for services under this MOU without the prior written consent of COUNTY. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CBO to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY, CBO shall include in each subcontract any provision COUNTY may require.

10. CONFIDENTIALITY

- 10.1 COUNTY and CBO agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- 10.2 All records and information concerning any and all persons referred to CBO by COUNTY or COUNTY's designee shall be considered and kept confidential by CBO, CBO's employees, agents, subcontractors, and all other individuals performing services under this MOU. CBO shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with CBO before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CBO by COUNTY, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit CBO, and as to the latter, only during such audit. CBO shall comply with any audits specified in Paragraph 16, provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.
- 10.3 CBO shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 10.4 CBO agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.
- 10.5 CBO agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case

law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

10.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

10.5.2 CBO must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

11. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

11.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

11.2 CBO may develop and publish information related to this MOU where all of the following conditions are satisfied:

11.2.1 COUNTY provides its written approval of the content and publication of the information at least thirty (30) days prior to CBO publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

11.2.2 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

11.2.2.1 any commercial product or service; and,

11.2.2.2 any product or service provided by CBO, unless approved in

writing by COUNTY; and

11.2.3 If CBO uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this MOU, CBO shall develop social media policies and procedures and have them available to the COUNTY. CBO shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

12. INDEMNIFICATION

12.1 CBO agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by CBO pursuant to this MOU. If judgment is entered against CBO and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CBO and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

13. INSURANCE

13.1 Prior to the provision of services under this MOU, CBO agrees to purchase all required insurance at CBO's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. CBO agrees to keep such insurance coverage, Certificates of

Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing work on behalf of CBO pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for CBO.

13.2 CBO shall ensure that all subcontractors performing work on behalf of CBO pursuant to this MOU shall be covered under CBO's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CBO. CBO shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CBO under this MOU. It is the obligation of CBO to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CBO through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.

13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of CBO's current audited financial report. If CBO's SIR is approved, CBO, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CBO's its agents, employee's or subcontractor's performance of this MOU, CBO shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

13.3.2 CBO's duty to defend, as stated above, shall be absolute and irrespective

of any duty to indemnify or hold harmless; and

13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CBO's SIR provisions shall be interpreted as though CBO was an insurer and COUNTY was the insured.

13.4 If CBO fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

13.5 Qualified Insurer:

13.5.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

13.6 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

13.7 The policy or policies of insurance maintained by CBO shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence

Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles up to eight (8) passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms

13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.9 Required Endorsements

13.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and

employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CBO's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

13.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.

13.9.2.2 A primary and non-contributing endorsement evidencing that the CBO's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.11 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

13.12 CBO shall notify COUNTY in writing within thirty (30) days' of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of

cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.

- 13.13 If CBO's Professional Liability and/or Network Security and Privacy Liability policy are a "claims made" policy, CBO shall agree to maintain coverage for two (2) years following completion of this MOU.
- 13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).
- 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 20 of this MOU.
- 13.16 Failure of CBO to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or COUNTY, will result in a breach of this MOU.
- 13.17 COUNTY expressly retains the right to require CBO to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.18 COUNTY shall notify CBO in writing of changes in the insurance requirements. If CBO does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to CBO, and COUNTY shall be entitled to all legal remedies.
- 13.19 The procuring of such required policy or policies of insurance shall not be construed to limit CBO's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. SECURITY

14.1 Security Requirements

14.1.1 CBO agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. CBO represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data.

Such safeguards and controls shall include at a minimum:

14.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

14.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.

14.1.1.3 Control to prevent unauthorized access and to prevent CBO employees from providing COUNTY data to unauthorized individuals.

14.1.1.4 Firewall protection.

14.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CBO networks to external networks, when applicable.

14.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not

be altered or corrupted without COUNTY's prior written consent. CBO further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

14.2 Security Breach Notification

14.2.1 CBO shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CBO experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CBO shall immediately notify COUNTY of its discovery. After such notification, CBO shall, at its own expense, immediately:

14.2.1.1 Investigate to determine the nature and extent of the Security Breach.

14.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

14.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CBO has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CBO has taken or will take to prevent future similar unauthorized use or disclosure.

14.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will

determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CBO will conduct additional action(s), CBO shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CBO shall reimburse COUNTY for costs associated to legally required actions.

15. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

CBO shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

- 15.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against CBO and/or COUNTY.
- 15.2 Any third party claim or lawsuit filed against CBO arising from or relating to services performed by CBO under this MOU.
- 15.3 Any injury to an employee of CBO that occurs on COUNTY property.
- 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CBO under the term of this MOU.

16. RECORDS

16.1 Client Records

16.1.1 CBO shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

16.1.2 CBO shall keep all COUNTY data provided to CBO during the term(s) of this for a minimum of five (5) years from the end date of this MOU referenced in Paragraph 1 or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CBO requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, CBO shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 24.2.

16.2 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

17. PERSONNEL DISCLOSURE

17.1 Where authorized by law, and in a manner consistent with California Government Code §12952, CBO shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this MOU.

17.2 Where authorized by law, CBO shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this MOU: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

17.3 Where authorized by law, CBO shall conduct, at no cost to COUNTY, a criminal

record background check on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.

- 17.4 CBO shall ensure that clearances and background checks described in Subparagraphs 17.2 and 17.3 are completed prior to CBO's Personnel providing services under this MOU.
- 17.5 In the event a record is revealed through the processes described in Subparagraphs 17.2 and 17.3, COUNTY will be available to consult with CBO on appropriateness of Personnel providing services through this MOU.
- 17.6 CBO warrants that all Personnel assigned by CBO to provide services under this MOU have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. CBO shall maintain records of background investigations and reference checks undertaken and coordinated by CBO for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the end date of this MOU referenced in Paragraph 1, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 17.7 CBO shall immediately notify COUNTY concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to CBO. COUNTY, in its sole discretion, may determine whether such Personnel may continue to provide services under this MOU and shall provide notice of such determination to CBO in writing. CBO's failure to comply with COUNTY's

decision shall be deemed a material breach of this MOU.

17.8 COUNTY has the right to approve or disapprove all of CBO's Personnel performing work hereunder, and any proposed changes in CBO's Personnel.

17.9 COUNTY shall have the right to require CBO to remove any Personnel from the performance of services under this MOU. At the request of COUNTY, CBO shall immediately replace said Personnel.

17.10 CBO shall notify COUNTY immediately when Personnel is terminated for cause from working on this MOU.

17.11 Disqualification, if any, of CBO Personnel, pursuant to this Paragraph 17, shall not relieve CBO of its obligation to complete all work in accordance with the terms and conditions of this MOU.

18. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CBO shall establish a procedure acceptable to COUNTY to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CBO shall require such employees, agents, subcontractors, and all other individuals performing services under this MOU to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

19. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CBO shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at

www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

20. NOTICES

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

COUNTY: County of Orange Social Services Agency

SSA: Contracts Services

500 N. State College, Suite 100

Orange, CA 92868

CBO:

Attn:

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

21. RESOLUTION OF CONFLICTS

For resolution of conflicts between COUNTY and CBO in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the SSA Program Manager and CBO's DR-Path 1 Program Coordinator.

Step 2: Conference between the SSA Deputy Director or designee, and the CBO's Program Director.

Step 3: Conference between the SSA Director, or designee, and the CBO's Executive Director, or designee.

Nothing in this Paragraph limits the rights of the Parties under Paragraph 24.

22. CONFLICT OF INTEREST

CBO shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to CBO; the CBO's employees, agents, and subcontractors associated with accomplishing work and services hereunder. CBO's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

23. POLITICAL ACTIVITY

CBO agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

24. TERMINATION

24.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of CBO, discontinuance of the services for reasons within CBO's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.

- 24.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU (“Transition Period”), CBO agrees to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. CBO also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 24.3 In the event of termination of this MOU, cessation of business by CBO, or any other event preventing CBO from continuing to provide services, CBO shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.
- 24.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY’s Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.
- 24.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
25. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. CBO represents and warrants that the person executing this MOU on behalf of and for CBO is an authorized agent who has actual authority to bind CBO to each and every term, condition and obligation of this MOU and that all requirements of CBO have been fulfilled to provide such actual authority.

26. GENERAL PROVISIONS

26.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of CBO's agents or employees.

26.2 This MOU, with its Exhibit incorporated herein by reference represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

26.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

26.4 CBO warrants that it and its Personnel, described in Paragraph 17 of this MOU, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to

perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. CBO must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

- 26.5 In the performance of this MOU, CBO shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 26.6 In the performance of this MOU, CBO may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.
- 26.7 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: _____

Director

County of Orange

Social Services Agency

Dated: _____

By: _____

Name

Title

Organization Name

Dated: _____

Approved As To Form

SSA Counsel

County of Orange, California

By: _____

Carolyn S. Frost

Deputy

Dated: _____

03/23/21

EXHIBIT A

MEMBER CERTIFICATION OF
DIFFERENTIAL RESPONSE PATH-1
MULTIDISCIPLINARY TEAM

To: Orange County Social Services Agency
Children and Family Services
Attention: DR Path-1 Contract Administrator
500 N. State College Blvd., Suite 100
Orange, CA 92868

_____ (CBO) hereby designates the following person as a member of the Orange County Social Services Agency (SSA) Differential Response Path-1 (DR Path-1) multidisciplinary personnel team (MDT):

Name: _____
Title: _____
Agency: _____
Address: _____
Phone: _____

The above CBO hereby certifies that the above-designated person is qualified to serve on the MDT as indicated in Paragraph 6 of the MOU and it has provided training to the above-designated person as required by Subparagraph 6.5 and 7.3. of the Memorandum of Understanding (MOU) between SSA and CBO/MDT member to establish a MDT for DR Path-1 Services (#CJB1021).

_____ Dated: _____
CBOs Member Signature

_____ Title: _____
Print Name

I hereby certify that I have received the required training in Paragraph 6.2 of the MOU to participate as a member of the MDT and that I am qualified to provide services. I have received a copy of the MOU and understand the scope and purpose of the MDT and agree to keep all information confidential.

_____ Dated: _____
MDT Member Signature

Print Name