

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
CHILDREN'S HOME SOCIETY
AND
<COMMUNITY BASED ORGANIZATION>
TO ESTABLISH A MUTIDISCIPLINARY PERSONNEL TEAM
FOR THE PROVISION OF
PREVENTION AND EARLY INTERVENTION/NEIGHBORHOOD RESOURCE
NETWORK SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency (SSA), hereinafter referred to as "COUNTY," the Children and Families Commission of Orange County, hereinafter referred to as "Commission," <COMMUNITY BASED ORGANIZATION>, hereinafter referred to as "CBO," and Children's Home Society of California, which will serve as the administrative agency hereinafter referred to as "HUB." This MOU contains program content and purpose along with guidelines for the establishment of a multidisciplinary personnel team (MDT) to offer Prevention and Early Intervention/Neighborhood Resource Network (PEI/NRN) services.

COUNTY, the Commission, HUB, and CBOs, may be referred to individually as "Party" and collectively as "the Parties." The relationship between COUNTY and the Commission, HUB, and CBOs, 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 Multidisciplinary Team (MDT), and Section 10601.2, which calls for the identification and replication of best practices to achieve measurable outcomes for child welfare systems.

2. The Parties agree to work together to provide PEI/NRN services via a MDT.
3. COUNTY provides services for the provision of child abuse and neglect prevention and intervention services as authorized and provided for pursuant to WIC Section 16501.
4. A partnership between COUNTY's child abuse prevention and intervention efforts, the Commission, HUB, and CBOs and, to establish a MDT in order to provide PEI/NRN services will engage a greater number of families in services within the community without bringing those families into the child welfare system.
5. This MOU contains guidelines the Parties shall follow when providing PEI/NRN services via a MDT.

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1. TERM

The term of this MOU shall commence on January 1, 2021 and end on June 30, 2023, 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. DEFINITIONS

2.1 Child Abuse Registry (CAR): A twenty-four (24) hour hotline for reporting suspected child abuse.

2.2 MDT: Pursuant to WIC Section 11167.5 an MDT is a team of three (3) or more persons trained in the prevention, identification management, or treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect.

3. PURPOSE

3.1 The purpose of this MOU is to set forth provisions for the establishment of a MDT that is a collaboration between COUNTY, the Commission, HUB, and CBOs, pursuant to the requirements of WIC Section 10850.1 that permits the disclosure and exchange of confidential information with other members of the MDT.

3.2 PEI/NRN services supports children and families to help reduce the risk of stressful situations in the home possibly resulting in a CAR report. The purpose of PEI/NRN is to help create a voluntary support structure for families by connecting them to community services that will help manage circumstances that create stress on families thereby reducing the potential for child abuse.

4. POPULATION TO BE SERVED

4.1 Population to be served shall include children and families who have had a child abuse report and are referred to the program by COUNTY. This includes families whose reports were investigated and those that were determined to not meet the

legal threshold for further investigation. PEI/NRN services shall be provided to families that meet all of the following criteria:

1. Families for which this is the first CAR.
2. One (1) or more children in the household are age birth (0) through five (5).
3. Families' whose CAR based on the determination of COUNTY, will not receive further intervention by COUNTY.

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. Early identification and implementation of these community services will enhance the families' ability to become more self-sufficient and improve their parenting skills.

6. CBOs, HUB, AND COMMISSION RESPONSIBILITIES

- 6.1 CBOs, HUB, and Commission shall submit a certification to COUNTY, in the form attached hereto as Exhibit A, representing that the MDT member received the training described in Subparagraphs 6 and 7.
- 6.2 CBOs agree to the following:
 - 6.2.1 Provide child abuse prevention and intervention services such as Positive Parenting Program (Triple P) and Parent Child Interactive Therapy (PCIT) or other similar evidenced based family strengthening programs.
 - 6.2.2 Assess the needs of families.
 - 6.2.3 Contribute resources to assist in the sustainability of the MDT.
 - 6.2.4 Possess knowledge of and experience with community resources.
 - 6.2.5 Collaborate with other CBOs to create the MDT.
 - 6.2.6 Conduct Live Scans for MDT members, as appropriate for the services under this MOU. If transporting clients, the MDT member must provide a certified DMV copy of their driving record. If the MDT member

transports a child/children, the child/children must be accompanied by a parent, legal guardian, or other adult designated by a parent.

- 6.3 CBOs and HUB, shall provide training to MDT members, as requested by COUNTY and other parties to this MOU, in areas including but not limited to:
 - 6.3.1 Rules of confidentiality that apply to this MOU and the MDT.
 - 6.3.2 Usage of Differential Response Tracking System (DRTS).
 - 6.3.3 Evidence based family strengthening programs, including but not limited to, Triple P and PCIT.
- 6.4 CBOs and HUB shall participate in any MDT or PEI/NRN related training as requested by COUNTY.
- 6.5 CBOs, HUB, and Commission shall make its best efforts to identify additional MDT members. The new MDT members should be referred to COUNTY.
- 6.6 CBOs, HUB, and Commission shall acquire information about families from COUNTY, and as a MDT member, review family information to determine appropriateness of offering services.
- 6.7 CBOs agree to coordinate PEI/NRN family outreach attempts. The procedure for complying with family outreach attempts shall be determined by COMMISSION and COUNTY in cooperation with the HUB. Engagement of the family in the PEI/NRN Program occurs when the family accepts services.
- 6.8 The HUB shall facilitate, coordinate, schedule and/or participate in MDT meetings scheduled for the first and third Thursday of every month or as agreed upon by members of the MDT. Included in the meetings shall be COUNTY, Commission, and CBOs, via conference call to discuss information regarding families, review assessments, collaborate on service plan recommendations, and develop additional options for community-based service.
- 6.9 The HUB is responsible for referring an eligible PEI/NRN family to the most appropriate CBOs based on a referral process established by the Commission.

The referral process will have timelines and engagement strategies that CBOs as members of this MDT, are required to comply with.

- 6.10 The HUB will serve as the administrative agency and, as such, is responsible for data collection and quality assurance among the CBOs. In its managerial role, the HUB shall not provide direct services to targeted families. The HUB has no authority to terminate a CBO's participation in this MOU.
- 6.11 An eligible PEI/NRN family shall be offered evidence based family strengthening services. CBOs are required to attempt to contact referred families within the guidelines establish by the Commission 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.
- 6.12 HUB and CBOs are obligated to maintain records of efforts or engagements to offer services, engagement outcomes, and other activities relevant to PEI/NRN as requested by COUNTY and the Commission.

7. COUNTY RESPONSIBILITIES.

- 7.1 Provide to MDT, as permitted by WIC Sections 11167.5, 10850.1, and 18951 Child Abuse Registry/Emergency Response (CAR/ER) information on children and families that meet PEI/NRN criteria. At a minimum, the referral information must have the family's name and telephone number. As a preferred standard business practice, all family referral information should include the following: name, telephone number, address, family make-up, and demographics (preferred language). There are two paths that COUNTY can make a referral to the PEI/NRN Program, Information Only reports and Immediate/Ten (10) Day/Emergency Response Investigations:
 - 7.1.1 Information Only – Based on the information reported to the CAR hotline, COUNTY deems that the family will not receive further services, and

there is a child age birth (0) through five (5), and this is the first CAR report.

7.1.2 Immediate/Ten Day/Emergency Response Investigations – Based on the CAR report, COUNTY deems further investigation is necessary. If the investigation is determined inconclusive, unfounded, or substantiated but the case is closed, the family is deemed eligible for PEI/NRN services if the family will not receive further services, there is a child age birth (0) through five (5), and this is the first CAR report.

7.2 COUNTY shall create a report once a week of all closed eligible cases. COUNTY shall enter the group of eligible PEI/NRN families into the DRTS system for referral to the HUB.

7.3 Ensure that MDT members complete required training and any MDT or PEI/NRN related training as requested by COUNTY.

7.4 Maintain records of CAR information provided to the MDT and efforts or engagements of the MDT to offer services, engagement outcomes and other activities relevant to PEI/NRN as reported by the MDT.

7.5 Compare data on families that successfully complete PEI/NRN to Child Abuse Registry data. This comparison is to be completed in six (6) month intervals.

8. NON-DISCRIMINATION

8.1 In the performance of this MOU, the HUB and CBOs agree 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 The HUB and CBOs 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 the Commission, HUB, and CBOs compliance with 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 the HUB and CBOs 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 The HUB and CBOs 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 The COUNTY, HUB, and CBOs 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. The HUB and CBOs 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 California Welfare and Institutions Code (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 Subparagraph 8 et seq.

8.4.2 The COUNTY, HUB, and CBOs 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. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. SUBCONTRACTS

9.1 The HUB and CBOs 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 HUB and CBOs have to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY, all Parties shall include in each subcontract any provision COUNTY may require.

9.2 Subcontracts of \$50,000 or less

The HUB and CBOs shall develop a standard form Purchase Order, subject to prior written approval of COUNTY, to be utilized for the purchase of services by the HUB and CBOs when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this MOU. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

9.3 Subcontracts in excess of \$50,000

The HUB and CBOs shall develop and submit for approval to COUNTY a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this MOU. The HUB and CBOs proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to the Commission, HUB, and CBOs planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

9.4 Upon COUNTY's approval of the HUB and CBOs proposed procurement system, the HUB and CBOs shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this MOU.

9.5 The HUB and CBOs and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of COUNTY, and to the

examination and audit by COUNTY or designee, for a period of five (5) years, or until any pending audit is completed.

10. CONFIDENTIALITY

- 10.1 COUNTY, Commission, HUB, and CBOs agree to maintain confidentiality of all records and information related to services under this MOU 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 the HUB and CBOs by COUNTY or COUNTY's designee pursuant to this MOU shall be considered and kept confidential by the Commission, HUB, and CBOs, employees, agents, subcontractors, and all other individuals performing services under this MOU. The Commission, HUB, and CBOs shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with the HUB and CBOs before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.
- 10.3 The Commission, HUB, and CBOs 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 The HUB and CBOs agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.
- 10.5 The HUB and CBOs 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 The HUB and CBOs 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 The Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

11.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

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

11.2.3.1 any commercial product or service; and,

11.2.3.2 any product or service provided by the Commission, HUB, and CBOs, unless approved in writing by COUNTY; and

11.2.4 If the Commission, HUB, and CBOs uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this MOU, the Commission, HUB, and CBOs shall develop social media policies and procedures and have them available to the COUNTY. The Commission, HUB, and CBOs 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 The Commission, HUB, and CBOs 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 CBOs the services, products, or other performance provided by the Commission, HUB, and CBOs pursuant to this MOU. If judgment is entered against the Commission, HUB, and CBOs and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, the Commission, HUB, and CBOs and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

12.2 COUNTY agrees to indemnify, defend, with counsel approved in writing by

Commission, and approval shall not be unreasonably withheld and hold Commission and their appointed officials, Commissioners, officers, employees, and agents ("Commission INDEMNITEES") harmless from any claims, demands, or liability in the event of a security breach during the transmission of Client confidential information from SSA to Commission, HUB, or CBOs, arising from or related to the intentional, malicious, negligent acts, errors or omissions of the County of Orange, its officers, employees, or agents pursuant to this MOU. If judgment is entered against COUNTY and Commission by a court of competent jurisdiction because of the concurrent active negligence of the Commission or Commission INDEMNITEES, the COUNTY, and Commission 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, the Commission, HUB, and CBOs agrees to purchase all required insurance at the Commission, HUB, and CBOs expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. The Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for the Commission, HUB, and CBOs.
- 13.2 The Commission, HUB, and CBOs shall ensure that all subcontractors performing work on behalf of the Commission, HUB, and CBOs pursuant to this MOU shall be covered under the Commission, HUB, and CBOs insurance as an Additional Insured or maintain insurance subject to the same terms and conditions

as set forth herein for the Commission, HUB, and CBOs. The Commission, HUB, and CBOs shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from the Commission, HUB, and CBOs under this MOU. It is the obligation of the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs current audited financial report. If the Commission, HUB, CBOs and CBOs SIR is approved, the Commission, HUB, and CBOs, 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 the Commission, HUB, and CBOs its agents, employee's or subcontractor's performance of this MOU, the Commission, HUB, and CBOs shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

13.3.2 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 the Commission, HUB, and CBOs SIR provisions shall be interpreted as though the Commission, HUB, and CBOs was an insurer and COUNTY

was the insured.

13.4 If the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> | <u>Responsible Contractor Partner Agencies</u> |
|---|---|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate | Commission, HUB, and CBOs |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence | CBOs |
| 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 | Commission, HUB, and CBOs |
| Employer's Liability Insurance | \$1,000,000 per occurrence | Commission, HUB, and CBOs |
| Network Security & Privacy Liability | \$1,000,000 per claims made | Commission, HUB, and CBOs |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate | CBOs |
| Sexual Misconduct Liability | \$1,000,000 per occurrence | CBOs |

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 U.S Department of Health and Human Services, State of California, 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 the Commission, HUB, and CBOs 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 Commission, HUB, and CBOs insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.10 The Commission, HUB, and CBOs 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.

13.11 If the Commission, HUB, and CBOs Professional Liability or Network Security and Privacy Liability policy are a “claims made” policies, the Commission, HUB,

and CBOs shall agree to maintain coverage for two (2) years following completion of this MOU.

- 13.12 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).
- 13.13 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 20 of this MOU.
- 13.14 Failure of the Commission, HUB, and CBOs 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.
- 13.15 COUNTY expressly retains the right to require the Commission, HUB, and CBOs to increase or decrease insurance of any of the above insurance types throughout the term of this MOU with sixty (60) days advance notice. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.16 COUNTY shall notify the Commission, HUB, and CBOs in writing of changes in the insurance requirements. If the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs, and COUNTY shall be entitled to all legal remedies.
- 13.17 The procuring of such required policy or policies of insurance shall not be construed to limit the Commission, HUB, and CBOs 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 The Commission, HUB, and CBOs 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. The Commission, HUB, and CBOs represent and warrant 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 Commission, HUB, and CBOs 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 the HUB and CBOs 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. The HUB and CBOs further represent and warrant 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 The Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs 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"), the Commission, HUB, and CBOs shall immediately notify COUNTY of its discovery. After such notification, the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs have done or will do to mitigate any harmful effect of the unauthorized use or

disclosure, and the corrective action the Commission, HUB, and CBOs 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 reasonable 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 the Commission, HUB, and CBOs will conduct additional action(s), the Commission, HUB, and CBOs shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, the Commission, HUB, and CBOs shall reimburse COUNTY for costs associated to legally required actions.

15. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

The Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs and/or COUNTY.
- 15.2 Any third party claim or lawsuit filed against the Commission, HUB, and CBOs arising from or relating to services performed by the Commission, HUB, and CBOs under this MOU.
- 15.3 Any injury to an employee of the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs under the term of this MOU.

16. RECORDS

16.1 Client Records

16.1.1 The HUB and CBOs 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 The HUB and CBOs shall keep all COUNTY data provided to the HUB, and CBOs during the term(s) of this for a minimum of five (5) years from the date of final payment under this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless the HUB and CBOs request 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, the HUB and CBOs 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 This Paragraph 17 applies to all of the HUB and CBOs personnel providing services through this MOU, paid and unpaid (herein referred to as "Personnel").

17.2 The HUB and CBOs shall make available to COUNTY a current list of all Personnel providing services hereunder, including résumés and job applications.

Changes to the list will be immediately provided to COUNTY in writing, along with a copy of a résumé and/or job application. The list shall include:

- 17.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
 - 17.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
 - 17.2.3 The professional degree, if applicable, and experience required for each position; and
 - 17.2.4 The language skill, if applicable, for all Personnel.
- 17.3 Where authorized by law, and in a manner consistent with California Government Code §12952, the HUB and CBOs 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.
- 17.4 Where authorized by law, the HUB and CBOs 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).
- 17.5 Where authorized by law, the HUB and CBOs 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.

- 17.6 The HUB and CBOs shall ensure that clearances and background checks described in Subparagraphs 17.4 and 17.5 are completed prior to CONTRACTOR's Personnel providing services under this MOU.
- 17.7 In the event a record is revealed through the processes described in Subparagraphs 17.4 and 17.5, COUNTY will be available to consult with the HUB and CBOs on appropriateness of Personnel providing services through this MOU.
- 17.8 The HUB and CBOs warrants that all Personnel assigned by the HUB and CBOs 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. The HUB and CBOs shall maintain records of background investigations and reference checks undertaken and coordinated by the HUB and CBOs for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the date of final payment under this MOU, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 17.9 The HUB and CBOs 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 the HUB and CBOs. 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 the HUB and CBOs in writing. The Commission, HUB, and CBOs failure to comply with COUNTY's decision shall be deemed a material breach of this MOU.
- 17.10 COUNTY has the right to approve or disapprove all of the HUB and CBOs Personnel performing work hereunder, and any proposed changes in the HUB,

and CBOs Personnel.

17.11 COUNTY shall have the right to require the HUB and CBOs to remove any Personnel from the performance of services under this MOU. At the request of COUNTY, the Commission, HUB, and CBOs shall immediately replace said Personnel.

17.12 The HUB and CBOs shall notify COUNTY immediately when Personnel is terminated for cause from working on this MOU.

17.13 Disqualification, if any, of the HUB and CBOs Personnel, pursuant to this Paragraph 17, shall not relieve the HUB and CBOs 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

The HUB and CBOs 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. The Commission, HUB, and CBOs 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

The Commission, HUB, and CBOs 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

Contracts and Procurement Services

500 N. State College, Suite 100

Orange, CA 92868

Commission, HUB, and CBOs:

Party: First 5 Orange County Children and Families Commission

Attn: Contracts Manager

1505 E. 17th Street, Suite 230

Santa Ana, CA 92705

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 the Commission, HUB, and CBOs in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the COUNTY Program Manager and the Commission, HUB, and CBOs Program Coordinator.

Step 2: Conference between the COUNTY Deputy Director or designee, and the

Commission, HUB, and CBOs Program Director.

Step 3: Conference between the COUNTY Director or designee and the Commission, HUB, and CBOs Executive Director or designee.

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

22. CONFLICT OF INTEREST

Parties shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to the Commission, HUB, and CBOs; the Commission, HUB, and CBOs employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Commission, HUB, and CBOs 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. CBOs POLITICAL ACTIVITY

All Parties 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 the Commission, HUB, and CBOs, discontinuance of the services for reasons within the Commission, HUB, and CBOs 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”), the Commission, HUB, and CBOs 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. The Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs, or any other event preventing the Commission, HUB, and CBOs from continuing to provide services, the Commission, HUB, and CBOs 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 CBOs 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. The Commission, HUB, and CBOs represents and warrants that the person executing this MOU on behalf of and for the Commission, HUB, and CBOs is an authorized agent who has actual authority to bind the Commission, HUB, and CBOs to each and every term, condition and obligation of this MOU and that all requirements of the Commission, HUB, and CBOs 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 the Commission, HUB, and CBOs agents or employees.

26.2 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the Commission and any participant participating in this program, or any of the COUNTY, HUB, and CBOs agents or employees.

26.2 This MOU, with its Exhibit(s) 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 All Parties warrant 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. The Commission, HUB, and CBOs 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, the Parties 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, the Commission, HUB, and CBOs 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: _____

Debra J. Baetz, Director

County of Orange

Social Services Agency

Dated: _____

By: _____

<Name>

<Title>

<Name of Organization>

Dated: _____

Approved as to Form

SSA Counsel

County of Orange

By: Carolyn S. Frost

Deputy

Dated: 10/8/20

EXHIBIT A

MEMBER CERTIFICATION OF
PREVENTION AND EARLY INTERVENTION/NEIGHBORHOOD RESOURCE
NETWORK MULTIDISCIPLINARY TEAM

To: Orange County Social Services Agency
Children and Family Services
Attention: PEI/NRN Contract Administrator
500 N. State College Blvd., Suite 100
Orange, CA 92868

_____ hereby designates the following person as a member of
(Commission/HUB/CBOs) the Orange County Social Services Agency (SSA) PEI/NRN
multidisciplinary personnel team (MDT):

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

Phone: _____

The above Commission/HUB/CBOs/MDT member hereby certifies that it has provided training to the above-designated person as required by Subparagraph 6.3, 6.4 and 7.3. of the Memorandum of Understanding (MOU) between SSA and Commission/HUB/CBOs/MDT member to establish a MDT for PEI/NRN Services (#CBJ1520).

_____ Dated: _____
Commission/HUB/CBOs Member Signature

_____ Title: _____
Print Name

I hereby certify that I have received the required training and am qualified to provide services, understands the scope and purpose of the MDT and agrees to keep all information confidential.

_____ Dated: _____
MDT Member Signature

Print Name