

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
FOR
THE PRODUCTION AND DISTRIBUTION OF THE 20TH ANNUAL
REPORT ON THE CONDITIONS OF CHILDREN IN ORANGE COUNTY

This Memorandum of Understanding (MOU) is between the County of Orange (COUNTY), a political subdivision of the State of California, through its Social Services Agency (SSA), and the Children and Families Commission of Orange County (CFCOC), a public body and legal public entity. SSA and CFCOC may be referred to individually as "Party" and collectively as "the Parties." The relationship between SSA and CFCOC with regard to this MOU is based upon the following:

1. This MOU is authorized and provided for pursuant to Orange County Board of Supervisors Resolution Number 00-354 and CFCOC Resolution Number 13-027 C&FC.
2. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted the California Children and Families Act of 1998, Health and Safety Code Section 130100, et seq. (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including CFCOC. CFCOC adopted a Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children ages 0 through 5 years as codified in the Act, which plan hereafter may be amended, updated and/or revised ("Strategic Plan"). CFCOC provides for supportive services to families with children ages 0 through 5 years who are at risk of abuse and neglect, to enable the children to enter school ready to learn.
3. SSA funds the provision of family support services to County residents with the goal of preventing child abuse and neglect, and enabling children to reside with their own families. SSA is responsible for the care, case planning, and supervision of children who enter the child welfare system in Orange County.
4. This MOU will enable SSA and CFCOC to work together to support and provide assistance to the Orange County Children's Partnership (OCCP) in

- overseeing the development, production, and distribution of the 20th edition of the Annual Report on the Conditions of Children in Orange County.
5. Over the past year, the OCCP members have undertaken a review of the Annual Report and have made recommendations for a redesigned report to strengthen how the report informs the OCCP to help achieve its mission and ultimately improve outcomes for children in Orange County. The 20th Annual Report is proposed to be a transition year with the intent for full implementation of redesign recommendations intended to start with future reports after the 20th Annual Report.
 6. This MOU sets forth the guidelines authorized by both the SSA Director and the CFCOC Executive Director, for their respective employees to follow in working together.

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I. TERM

The term of this MOU shall commence on March 1, 2014, and end on February 28, 2015, unless terminated in accordance with Paragraph XI 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 sharing pertinent documents.

II. PURPOSE

The purpose of this MOU is to establish guidelines for SSA and CFCOC's participation in a collaborative effort that will support and provide assistance to the OCCP in overseeing the development, production, and distribution of the 20th Annual Report on the Conditions of Children in Orange County.

III. PROJECT DESCRIPTION

The OCCP is a twenty-two member advisory body established by the County of Orange Board of Supervisors in November 1982. OCCP's responsibilities include sharing information on services for wards, dependents, and seriously emotionally and/or behaviorally disturbed children; identifying gaps in the service system for high-risk children and their families; and recommending collaborative programs to better serve this population. SSA and CFCOC are members of the OCCP.

Since August 1993, the OCCP has overseen the production of the Annual Report on the Conditions of Children in Orange County (Annual Report). The Annual Report provides a baseline and trend data on a variety of indicators that describe the health, economic, educational, and safety status of Orange County's children. Data in the Annual Report provides information on children ages 0-17, with breakouts by age, ethnicity, city, etc. when such data are available.

On behalf of the OCCP, SSA, through a contractor, will develop the 20th edition of the Annual Report. SSA will assist the contractor in the distribution of a minimum number of 3,500 to 4,000 copies of the Annual Report. The Annual Report will have a broad distribution, including organizations under contract with CFCOC that provide services in the community and are increasing service capacity. This broad distribution will ensure the standardization of available data used in local planning through CFCOC funded programs.

CFCOC shall contribute funds in support of the production and distribution of the Annual Report. CFCOC shall also provide technical assistance through the services of CFCOC's staff and/or contracted consultant(s) and evaluator(s) who will provide their expertise to assist the OCCP in the development of special section topics, as needed, and as mutually determined by CFCOC and the OCCP.

IV. CFCOC RESPONSIBILITIES

A. Contribute \$25,000 for the production and distribution of the 20th Annual Report ("Maximum Obligation").

- B. Remit to SSA the amount of \$25,000 for the Annual Report upon receipt of a properly completed invoice in a format provided or approved by CFCOC.
- C. Provide technical assistance through its staff and/or contracted consultant(s) and evaluator(s) to assist the OCCP in the development of special topic sections in the Annual Report, as needed, and as mutually determined by CFCOC and the OCCP.

V. SSA RESPONSIBILITIES

- A. Make available information regarding the management and administration of the funds contributed by CFCOC towards the production of the 20th Annual Report, upon request of CFCOC.
- B. SSA, through its contractor, shall provide the following services:
 - 1. Compose a high quality Annual Report that is accurate in the data provided and consistent in writing style, format, and terminology used throughout the document.
 - 2. Facilitate OCCP subcommittee meetings, as needed for development of the Annual Report.
 - 3. Thoroughly review and proofread the Annual Report to ensure complete accuracy and identify data and printing errors.
 - 4. Review and analyze the data to develop an Executive Summary for the report.
 - 5. Prepare the Annual Report and Quick Guide in electronic format (HTML/PDF) that meets Americans with Disabilities Act requirements, and can be published on the Internet, distributed through other technology (such as Dropbox), and copied on CD-ROM. The electronic version of the Annual Report shall be user-friendly, easy to download section-by-section, and hyperlinked to the related maps and supplemental information within the report.
 - 6. Print, market, promote and distribute copies of the Annual Report, as determined by SSA.
 - 7. Distribute the Annual Report to OCCP member agencies and mail copies to Orange County City and County officials, libraries, and law enforcement agencies; California legislature; universities; and others as determined by SSA.
 - 8. Include the following information from the Annual Report in the PowerPoint presentation: slides of tables with corresponding page number references and detailed descriptions of the information and illustrations presented with charts, tables, and graphs.
 - 9. Attend the scheduled Board of Supervisors' hearing, and CFCOC Meeting, at CFCOC request, to respond to questions regarding each Annual Report data or sources of data.
 - 10. Provide status reports and discuss the contents of the Annual Report at OCCP meetings and designated subcommittee meetings.

VI. MUTUAL RESPONSIBILITIES

- A. The Parties will commit reasonable resources on an as-available basis and will freely share their expertise with the other Party to facilitate the activities contemplated hereunder. Further, SSA and CFCOC will each designate a liaison, at no cost to the other Party, to coordinate, communicate, and periodically review the activities associated with this MOU, and to assist the OCCP in facilitating the completion of the Annual Report, as needed.
- B. The activities contemplated hereunder are subject to Federal, State, and COUNTY regulations, and each Party shall abide by its own agency/institutional regulations and will respect the mission, goals and limitations of the other Party.
- C. Additional communication between the Parties shall occur as described in Paragraph IX, Notice and Correspondence, below.
- D. Without changing the overall roles and responsibilities of the Parties as described in Paragraphs IV, V and VI, the Parties may mutually agree in writing to modify certain procedural aspects to facilitate each Party's participation in the production and distribution of the Annual Report.

VII. STATEMENT OF COSTS

- E. SSA will submit an invoice to CFCOC for an amount up to \$25,000 for the Annual Report upon receipt of all invoices and supporting documentation from its contractor for completion of each report.
- F. CFCOC shall remit to SSA the Maximum Obligation amount of \$25,000 for the Annual Report upon receipt of a properly completed invoice in a format provided or approved by CFCOC.
- G. CFCOC shall remit to SSA the amount of \$25,000 within approximately twenty-one (21) days after receipt of such invoice.

VIII. RETENTION OF RECORDS

SSA and CFCOC agree to retain all documents pertinent to this MOU for a minimum of five (5) years from the termination of this MOU, or until all pending Federal, State, and COUNTY audits are completed, whichever is later.

IX. NOTICE AND CORRESPONDENCE

A. All correspondence concerning this MOU will be in writing and sent to:

SSA: County of Orange Social Services Agency
Contract Services
888 North Main Street
Santa Ana, CA 92701

CFCOC: Children and Families Commission of Orange County
Attn: Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

- B. 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 notices, claims, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. SSA and CFCOC may mutually agree in writing to change the addresses to which notices are sent.

X. RESOLUTION OF CONFLICTS

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

- Step 1: Conference between the SSA Liaison, or designee, and the CFCOC Liaison, or designee.
- Step 2: Conference between the SSA Chief Deputy Director, or designee, and the CFCOC Director of Program Development and Evaluation, or designee.

XI. TERMINATION

- A. Either party 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 be defined as any breach of MOU, any misrepresentation, or fraud on the part of either party. Exercise by either party of the right to terminate this MOU shall relieve the other party of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the parties agree to cooperate with each other in the orderly transfer of service responsibilities and pertinent documents.
- C. The obligations of SSA and CFCOC under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of expenditures, and inclusion of sufficient funds for the services hereunder in the budget(s) approved by the Orange County Board of Supervisors and/or the Children and Families Commission of Orange County respectively each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA and/or CFCOC may immediately terminate this MOU, reduce CFCOC's Maximum Obligation, or modify this MOU, without penalty. The decision of one Party will be binding on the other Party so long as written notification of such determination is provided to the other Party.

XII. GENERAL PROVISIONS

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SSA and CFCOC or their contractors, agents, or employees.
- B. This MOU 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.

- C. 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.
- D. This MOU may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

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

By: _____
Director
County of Orange
Social Services Agency

By: _____
Chair
Children and Families Commission
of Orange County

Dated: _____

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

Approved as to form:
Woodruff, Spradlin & Smart

By: _____
Deputy

By: _____
Commission Counsel

Dated: _____

Dated: _____

Signed and certified that a copy of this document has been delivered to the Chair of the Commission

BY: _____
Susan Novak
Clerk of Commission

Dated: _____