

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 18TH AND 19TH ANNUAL
REPORTS 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 12-009 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 legislation set forth in 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 18th and 19th editions of the Annual Report on the Conditions of Children in Orange County.

5. 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 February 1, 2013, and end on February 28, 2014, 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 18th and 19th Annual Reports 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 18th and 19th editions 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 18th Annual Report, and \$25,000 for the 19th Annual Report, for a total contribution of \$50,000.
- B. Remit to SSA the amount of \$25,000 for each 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 18th and/or 19th Annual Reports, upon request of CFCOC.
- B. SSA, through its contractor, shall provide the following services for each of the 18th and 19th Annual Reports:
 - 1. Annual Report Content, Production, and Distribution:
Contractor shall:
 - a. 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.
 - b. Prepare four (4) discussion topics, two (2) to four (4) pages each in length, to begin each major section of the report (i.e., Good Health, Economic Well-Being, Educational Achievement, and Safe Homes and Communities).
 - c. Under the direction of SSA, prepare a special section on a topic selected by OCCP. Contractor shall obtain prior approval of the draft of the special section from SSA.
 - d. Facilitate subcommittee meetings, as needed for data collection, special section, and discussion topics.
 - e. Select a cover picture/theme for the Annual Report that is representative of the content and/or special section. Contractor shall obtain prior approval of the draft cover picture/theme from SSA.
 - f. Thoroughly review and proofread the Annual Report to ensure complete accuracy and identify data and printing errors. If any errors are discovered after the Annual Report is printed, contractor shall be responsible for preparing a Notice of Erratum and providing same to COUNTY for posting with the Report and Quick Guide on COUNTY website at no additional expense to COUNTY.
 - g. Provide SSA with a final edited version of the Annual Report no later than three (3) weeks prior to the publication deadline and after final editing by contractor.

- h. Edit the Annual Report based on review and approval by SSA. SSA reserves final editing rights for the Annual Report.
- i. Collaborate with contributing agencies to gather data on the indicators, to be included in the Annual Report.
 - (1) Compile data into supplemental tables, discussion topics, and special section page.
 - (2) Submit data to SSA upon receipt from contributing agency, and allow SSA fifteen (15) business days to complete a review for accuracy and provide feedback to contractor.
- j. Review and analyze the data to develop an Executive Summary for the report.
- k. Prepare publication-ready print versions of the Annual Report on CD-ROMs, or through other technology (such as Dropbox), and provide one (1) copy to SSA upon completion of each Annual Report.
- l. Develop a booklet version of the Annual Report, hereinafter referred to as “Quick Guide,” up to twenty (20) pages in length, 8.5 inches x 11 inches in size, which includes a summary of the indicators and other key information from the full report. Provide a draft of the Quick Guide to SSA by mid-October of each year this MOU is in effect to review for accuracy and provide feedback to contractor. Upon approval of SSA, this Quick Guide may be an online resource.
- m. 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. Contractor shall prepare the format similar to prior electronic versions of the Annual Report and shall obtain prior, written approval from SSA before publishing.
- n. Print, market, promote and distribute between three thousand five hundred (3,500) and four thousand (4,000) copies of the Annual Report, as determined by SSA.
- o. Print between two thousand five hundred (2,500) and four thousand (4,000) copies of the Quick Guide, as determined by SSA.
- p. Create between one hundred (100) and one hundred twenty five (125) CD-ROM copies, as determined by SSA.
- q. SSA may adjust the number and type of copies to be produced to meet community demand.
- r. Develop and implement a strategy for marketing, promoting, and distributing the Annual Report and Quick Guide.

- s. 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.
2. Community Forums:
Contractor shall:
 - a. Collaborate with the OCCP and community partners to plan and convene no less than five (5) Community Forums within County of Orange Supervisorial Districts, as determined by SSA, to promote and distribute the Annual Report.
 - b. Secure sites for the Community Forums with room size capacity to accommodate approximately one hundred fifty (150) people. In order to meet the needs of the individual communities where the Community Forums will be held, SSA reserves the right to require a larger venue if deemed necessary. Contractor shall provide refreshments and handle the logistics for said events, including, but not limited to, audio/visual needs, processing RSVPs, preparing name tags, and checking in attendees at the event.
 - c. Connect with community agencies within each supervisorial district in the planning and outreach for the Community Forums.
 - d. Recruit at least one (1) keynote speaker with professional expertise in the selected discussion topics for each Forum.
 - e. Obtain prior, written approval of keynote speaker(s) and discussion topics from SSA prior to each Forum.
 - f. Market and advertise the Community Forums.
 - g. Develop the agenda for the Community Forums.
 3. PowerPoint Presentation:
Contractor shall:
 - a. Create a PowerPoint presentation for review and comment by SSA and the OCCP.
 - b. 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.
 - c. Edit and finalize the PowerPoint presentation, in accordance with SSA's instructions.
 - d. Attend the scheduled Board of Supervisors' hearing, and CFCOC Commission Meeting, at CFCOC request, to respond to questions regarding each Annual Report data or sources of data.
 4. Data Collection and Matrix:
Contractor shall:

- a. Develop a matrix of all data items due from contributing agencies to contractor indicating the data elements, source(s), and a timetable for delivery. Contributing agencies include, but are not limited to, SSA, Health Care Agency, Orange County Department of Education, Regional Center, and the District Attorney. Contractor shall update and provide the matrix to SSA on a monthly basis once contractor has begun the data collection process.
 - b. Collect relevant data, narrative analysis, and illustrative examples regarding the status of the children in Orange County from a variety of agencies based on the list of indicators in the prior Annual Report and any additional indicators identified and selected by SSA.
 - c. Update the tables, charts, maps, and graphs with the most recent ten (10) years of data, breaking out ethnicity, age, gender, socio-economic, and geographic data as available.
 - d. Utilize approximately ten (10) years of data. Contractor shall footnote in the Annual Report when available data is for a period less than ten (10) years.
 - e. Create new tables, charts, maps, and graphs for new indicators in accordance with available data, as appropriate.
 - f. Illustrate matrix with up-to-date maps highlighting geographic distribution of certain conditions, as presented in prior Annual Reports.
 - g. Collaborate with contributing agencies, research, and present comparable national and state data on indicators, and cite all data sources.
 - h. Compile information into a consistent display format similar to that represented in the prior Annual Report or other format approved by SSA. All data contained in the Annual Report shall cite the specific source(s).
5. Meetings and Reporting Requirements:
Contractor shall:
- a. Attend all OCCP meetings, scheduled the third Thursday of each month from 8:30 a.m. to 10:30 a.m. at the County Hall of Administration, in Santa Ana, or as modified in time, day of month, and/or location; and designated subcommittee meetings, from the time of implementation of the Agreement through delivery of the final Annual Report to SSA, and completion of the Community Forums.
 - b. 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 Reports, 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 each 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 amount of \$25,000 for each 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: Director of Contracts Administration
17320 Redhill Avenue, Suite 200
Irvine, CA 92614

- 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 under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of contractor's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate and/or reduce COUNTY's maximum obligation, or modify this MOU, without penalty. The decision of SSA will be binding on CFCOC. SSA will provide CFCOC with written notification of such determination. CFCOC shall immediately comply with SSA's decision.

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: _____
Michael L. Riley, Ph.D., 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: _____