

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY  
 AND  
 CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS  
 FOR THE PROVISION OF  
~~UNDERGRADUATE OR~~ GRADUATE FIELDWORK EXPERIENCE

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 "SSA," and The Trustees of the California State University on behalf of California State University, Dominguez Hills, hereinafter referred to as "SCHOOL." This MOU contains program content and purpose, along with guidelines to be enforced by SCHOOL for Students in a Master's of Social Work (MSW) Degree Program at SCHOOL, to obtain the required fieldwork experience in a public government setting.

SSA and SCHOOL may be referred to individually as "Party" and collectively as "the Parties." The County of Orange may be referred to as "COUNTY." The relationship between SSA and SCHOOL, with regard to this MOU, is based ~~on~~ upon the following:

1. ~~The~~ SCHOOL desires to have Students, who are currently enrolled in the Master's of Social Work (MSW) Degree Program at SCHOOL, assigned to SSA to receive obtain fieldwork experience working with SSA.
2. The Director of SSA is willing to provide opportunities for fieldwork experience for Students, in accordance with the guidelines contained in this MOU.

3. This MOU sets forth the guidelines authorized by both the SSA Director and the SCHOOL for their respective employees/~~students~~ to follow in the provision of fieldwork experience.

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I. TERM

The term of this MOU shall commence on July 1, ~~2011~~ 2016, and ~~end~~ terminate on June 30, ~~2014~~ 2020, unless earlier terminated in accordance with ~~Section XII~~ pursuant to the provisions of Paragraph XVI 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 and confidentiality.

II. PURPOSE

The purpose of this MOU is to set forth the ~~responsibilities of SSA and SCHOOL~~ program content, along with guidelines with regard to the Parties' participation in fieldwork experience. This MOU is intended to:

- A. Formalize an association between the Parties;
- B. Establish a mutual understanding of the scope of responsibility of each Party, including legal mandates and constraints; and
- C. Provide opportunities for Students to gain fieldwork experience in a public government setting.

III. DEFINITIONS

- A. Client: An individual to whom the Student provides social welfare services/case-related services, whether in an individual, couples, family or group setting, under the supervision of the Field Supervisor and within the scope of the fieldwork assignment. Individuals receiving social welfare services/case-related services pursuant to this MOU may include current SSA clients as well as other individuals in connection with ~~a~~ an SSA program.
- B. Field Supervisor (for Graduate Students): An individual who possesses a Master's Degree in Social Work (MSW) from an accredited School of Social Work, has at least two (2) ~~to three~~ (3) years post-graduate experience, is employed by SSA and

currently assigned to the SSA placement site; and has interest in and demonstrates skill in teaching.

- C. ~~Field Supervisor (for Undergraduate Students): An individual who possesses at least a Bachelor of Arts in Social Work (BASW) or MSW degree from an accredited School of Social Work; has at least one (1) year post graduate experience; is employed by SSA and currently assigned to the SSA placement site, and has interest in and demonstrates skill in teaching.~~
- D. ~~Field Manual: A manual prepared by SCHOOL to provide agencies, Field Supervisors, Preceptors, and Students with the objectives, policies, and procedures governing field fieldwork practicum instructions for the MSW / Marriage and Family Therapist Master's / Doctorate of Psychology Degree Program at SCHOOL. To the extent that the Field Manual and this Agreement conflict, this Agreement and any subsequent amendments will be the controlling documents.~~
- E. Preceptor: A ~~An~~ SSA employee who may be called upon to provide supplementary instructional services. This individual also has a Master's Degree from an accredited school, is a Licensed Clinical Social Worker (LCSW), or has experience as a Senior Social Worker (SSW) ~~in another discipline.~~, and is part of the SSA service delivery team. ~~The Preceptor shall provide a broad learning experience for the student during the field assignment. The Preceptor shall report to the Field Supervisor.~~
- F. SCHOOL Coordinator: The SCHOOL liaison/employee designated to coordinate the activities associated with fieldwork, including, but not limited to: ~~the number and location of individual assignments; arranging and conducting pre-assignment interviews; coordinating the Field Supervisor/Student match; and ensuring compliance with SCHOOL's requirements for tracking and forms, as~~

may be required by SCHOOL.

- G. SSA Coordinator: The SSA liaison/employee designated to coordinate the activities associated with fieldwork experience, including, but not limited to: the number and location of individual assignments; arranging ~~and conducting~~ pre-assignment interviews; and coordinating the Field Supervisor/Student match; ~~ensuring compliance with SSA's requirements for best practices in meeting service delivery objectives, including tracking and forms, as may be required by SSA.~~
- H. Student: An individual who is currently enrolled ~~and~~ in good standing in ~~an Undergraduate or Graduate~~ an Master's of Social Work (MSW) Degree Program at SCHOOL. The Parties hereto agree that SCHOOL's Students are fulfilling specific requirements for field experiences as part of a degree requirement or otherwise and, therefore, Students are not to be considered employees or agents of either SSA or SCHOOL for any purposes, including Workers' Compensation or employee benefit program.

#### IV. PROGRAM REQUIREMENTS

- A. Clearances - Prerequisite For Student Participation:

~~The Parties acknowledge that California Welfare & Institutions Code WIC Section 16501(k) requires the fingerprinting of anyone working with children. In addition, SSA requires and provides certain proofs of clearance, including, but not limited to, a Child Abuse Registry (CAR) clearance and a Department of Motor Vehicles (DMV) clearance, for anyone working with SSA clients. As such, SCHOOL understands and agrees that Students will not be allowed to participate in this program unless the Student~~ Students shall be required to provides any necessary information necessary

to complete Child Abuse Registry (CAR) and Department of Motor Vehicles (DMV) clearances, as well as submitting and submit to live scan fingerprinting, prior to assignment at SSA for fieldwork activities. experience. Failure to provide the necessary information to conduct clearances or refusal to be live scan fingerprinted will disqualify any Student from assignment at SSA for fieldwork activities. experience. The decision to approve any Student for participation in fieldwork through SSA retains is within SSA's sole discretion on whether it approves a student for fieldwork experience.

B. Student Responsibilities:

1. Students will be required to complete all prerequisite courses and other requirements to participate in fieldwork experience as required by SCHOOL.
2. Students will spend weekly fieldwork hours in activities which shall may include, but not be limited to, face-to-face client contact, other case-related activities, staff meetings, and training, as outlined in SCHOOL's Field Manual.
3. Students will be required to meet with their assigned Field Supervisor for the number of hours as outlined in SCHOOL's Field Manual.
4. Each Student shall carry their his/her own professional liability insurance for their professional activities at SSA related to all fieldwork experience conducted through SSA, unless another entity provides it. Proof of insurance shall be provided to SCHOOL, and to SSA, prior to conducting the criminal background checks and clearances as specified in

~~Subparagraph V IV.A, above, and prior to placement at SSA the commencement of the fieldwork assignment.~~

- ~~5. Students shall conform to safety standards as set forth in the County of Orange Volunteer Safety Handbook, as it currently exists or may hereafter be amended.~~
- ~~6. Students will not provide transportation to any Client of COUNTY SSA under any circumstances.~~

C. Expense Reimbursements:

- ~~1. Requests for authorized reimbursement of expenses are limited to COUNTY may reimburse expenses incurred in providing a required program service as set forth in this MOU, such as mileage and meals. Items of reimbursement should be identified and standardized to the maximum extent possible.~~
2. Expense reimbursement shall not be used as an emergency loan fund or a supplement to categorical-aid-grants, or for meals, motels, etc., and mileage, unless on a pre-approved trip authorized by SSA.
- ~~3. To process authorized reimbursements, SSA will provide the appropriate pre-approved COUNTY form(s) for Students to use to request expense reimbursement. Forms must be submitted to the COUNTY's Auditor Controller. Submission must be made in a timely manner (i.e., monthly or quarterly) to SSA. Any authorized reimbursement of out-of-pocket and personal mileage expenses shall be made at the rates authorized by COUNTY policy.~~
4. SCHOOL will inform Students should be informed that expenses not reimbursed to them by COUNTY may be allowable deductions for Federal and State Income Tax.



D. Mutual Responsibilities:

1. SSA and SCHOOL may mutually agree ~~in writing~~ to modify the number and type of supervision hours required to be provided to Students to comply with SCHOOL rules and regulations, as they currently exist or may hereafter be amended. Any modifications must be in writing.
2. SSA and SCHOOL may mutually agree ~~in writing~~ to amend the number of activity hours and the types of services the Student may provide to comply with SCHOOL rules and regulations, as they currently exist or may hereafter be amended. Any modifications must be in writing.

V. SCHOOL RESPONSIBILITIES

SCHOOL shall:

- A. ~~Ensure that students will be required to complete all prerequisite courses and other requirements to participate in fieldwork experience as required by SCHOOL.~~
- B. Consult and coordinate with appropriate SSA staff in planning for fieldwork experience to be provided to Students under this MOU.
- C. Provide an orientation for Students and SCHOOL's fieldwork course instructors, as necessary.
- D. Require every Student to conform to all applicable SSA policies, procedures, and regulations which can be found at <http://ssa.ocgov.com/about/policies>, and all requirements and restrictions specified jointly by representatives of SCHOOL and SSA.
- E. Require the SCHOOL Coordinator to ~~notify~~ work collaboratively with the SSA Coordinator ~~in advance with respect to Student fieldwork schedules~~ to change a student's placement if a change is necessary.

- ~~1. Student fieldwork schedules;~~
- ~~2. Placement of Students in fieldwork assignments; and~~
- ~~3. Requests for changes in fieldwork assignments.~~

- F. Collaborate with SSA on requests for changes in fieldwork assignments.
- G. Arrange for periodic conferences between appropriate representatives of SCHOOL and SSA to evaluate the fieldwork experience provided under this MOU.
- H. Provide Workers' Compensation insurance coverage or a student health self-insured program approved by SSA for Students placed at SSA. The Worker's Compensation policy and the student health self-insured program required by this MOU shall waive all rights of subrogation against the COUNTY and members of the Board of Supervisors, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment. This shall be evidenced by an endorsement separate from the Certificate of Insurance or a Letter of Agreement if self-insured.
- I. ~~Ensure that Students carry professional liability insurance, as may be required by SCHOOL and SSA. Students must provide certificates of insurance verifying coverage and limits, prior to placement as noted in Subparagraph V IV.4.~~
- J. Ensure that each Student shall carry ~~their~~ his/her own professional liability insurance for their professional activities at SSA related to all fieldwork experience conducted through SSA, unless another entity provides it. Proof of insurance shall be provided to SCHOOL, and to SSA, prior to conducting the criminal background checks and clearances as specified in Subparagraph IV. A, above, and prior to the commencement of the fieldwork

assignment.

- K. Require that Students ~~shall~~ must conform to ~~Safety Standards~~ safety standards as set forth in the County of Orange Volunteer Safety Handbook, as it currently exists or may hereafter be amended which can be found at [http://bos.ocgov.com/hr/hrportal/docs/docs\\_gen\\_resources/Standards%20for%20Utilization%20of%20Volunteers%202007.pdf](http://bos.ocgov.com/hr/hrportal/docs/docs_gen_resources/Standards%20for%20Utilization%20of%20Volunteers%202007.pdf).
- L. Prohibit Students ~~will not~~ from providing ~~provide~~ transportation to any Client of SSA under any circumstances.

## VI. SSA RESPONSIBILITIES

SSA will:

- A. Create opportunities for Students ~~will~~ to spend weekly fieldwork hours in activities which ~~shall~~ may include, ~~but not be limited to,~~ face-to-face client contact, other case-related activities, staff meetings, and training, ~~as outlined in SCHOOL's Field Manual.~~
- B. Provide Students with appropriate workspace, including desks with drawer space, phone access, and an area for performing their fieldwork assignment(s). SCHOOL is responsible for any cost associated with Fair Employment and Housing Act and Americans with Disability Act accommodations for its own Students at County facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to SCHOOL.
- C. Designate Field Supervisors and Preceptors (as necessary), who will be responsible for notification to SCHOOL Coordinator and SSA Coordinator of any changes in supervision.
- D. Ensure that the Field Supervisor will meet with Students ~~will be required to meet with their assigned Field Supervisor for the a~~ minimum of one hour per week for Field Supervision. ~~number of~~

~~hours as outlined in SCHOOL's Field Manual.~~

- E. ~~Provide Field Supervision for the number of hours specified in SCHOOL's Field Manual for each Student placed at SSA.~~
- F. Immediately terminate from the fieldwork assignment at SSA any Student who, in the SSA Coordinator's judgment, is not participating satisfactorily. ~~The Chair~~ SCHOOL's Fieldwork Coordinator, or designee, shall be notified immediately by telephone of such termination. The reason(s) for termination shall be sent in writing to SCHOOL's Fieldwork Coordinator, or designee, within five (5) business days.

## VII. CONFIDENTIALITY

- A. SSA and SCHOOL agree to maintain confidentiality of all records pursuant to ~~the State of California Welfare and Institutions Code (WIC)~~ Sections 827 and 10850-10853, the California Department of Social Services (CDSS) Manual of Policies and Procedures (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.
- B. All records and information concerning any and all clients of SSA shall be considered and kept confidential by ~~its~~ Students, SCHOOL, SCHOOL's staff, agents, employees and volunteers. SCHOOL shall require all of its Students, employees, agents, and volunteer staff who may provide services for SCHOOL under this MOU to sign an agreement with SCHOOL 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 clients served by SSA ~~confidential~~, except as may be required to ~~facilitate fieldwork~~

~~experience~~ provide services under this MOU or to those specified in this MOU as having the capacity to audit SCHOOL, and as to the latter, only during such audit. SCHOOL shall provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.

- C. SCHOOL shall inform all of its Students, ~~staff~~ employees, agents, ~~contractors/subcontractors,~~ volunteers, and partners of the ~~confidentiality requirements referenced above~~ this provision and that any person ~~knowingly and intentionally~~ violating the provisions of said State law may be guilty of a crime.
- D. SCHOOL 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.
  - 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.
  - 2. SCHOOL 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.
- E. SSA shall keep confidential the Student records of SCHOOL's Students, and not disclose such records except to SCHOOL and SSA officials who have a legitimate need to know consistent with their

official responsibilities.

#### VIII. PUBLICITY

- A. Information and solicitations, prepared and released by SCHOOL concerning the services provided under this MOU shall state that the program, wholly or in part, is funded through COUNTY, State, and Federal government funds.
- B. SCHOOL shall not disclose any details in connection with this MOU to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing SCHOOL's need to identify its services to sustain itself, COUNTY shall not inhibit SCHOOL from publishing its role under this MOU within the following conditions:
  - 1. SCHOOL shall develop all publicity material in a professional manner; and
  - 2. During the term of this MOU, SCHOOL shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.

#### IX. INDEMNIFICATION

- A. SCHOOL agrees to indemnify, defend with counsel approved in writing by ~~the~~ COUNTY, and hold U.S. Department of Health and Human Services, the State, ~~the~~ COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which ~~the~~ 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 SCHOOL pursuant to this MOU. If judgment is entered against SCHOOL and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of ~~the~~ COUNTY or COUNTY INDEMNITEES, SCHOOL and ~~the~~ COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- B. COUNTY agrees to indemnify, and hold SCHOOL, its officers, employees, and agents 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 COUNTY pursuant to this MOU. If judgment is entered against SCHOOL and the COUNTY by a court of competent jurisdiction because of the concurrent active negligence of SCHOOL, COUNTY and SCHOOL agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

X. INSURANCE

- ~~A. SSA and SCHOOL certify each is self insured against the perils of bodily injury/property damage, automobile liability, medical professional liability, workers' compensation, and sexual misconduct. Should there be any material change in the provisions of the self-insurance program, SCHOOL will provide thirty (30) days prior written notice to the COUNTY.~~
- ~~B. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any party from its obligation to indemnify as to claims or cause of action asserted.~~

~~C. Without limiting either party's liability for indemnification, each party attests that it is self-insured and shall maintain in force at all times during the term of this MOU, self insurance covering its operations in the amounts acceptable to the other party. Letter of self insurance evidencing the required insurance coverage shall be mailed to the County of Orange/SSA Contract Services, Attn: Contract Administrator.~~

A. Prior to the provision of services under this MOU, SCHOOL agrees to purchase all required insurance at SCHOOL's expense and to deposit with SSA Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with SSA during the entire term of this MOU.

B. SCHOOL can self-insure for their insurance coverage provided such self-insurance meets or exceeds all provisions of the insurance requirements as stated herein throughout the term of this MOU. SCHOOL shall provide a letter or Certificate of Self-Insurance verifying all the stated coverage minimums and comparable terms to COUNTY.

C. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage.

D. If SCHOOL fails to maintain ~~proof of~~ insurance acceptable to ~~the other party~~ COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

E. Qualified Insurer:

1. Minimum insurance company ratings as determined by the most



current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

2. The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier) or have 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). If the insurer is a non-admitted carrier in the State of California and does not have an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

- F. The policy or policies of insurance or self-insurance maintained by SCHOOL 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
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Sexual Misconduct Liability

\$1,000,000 per occurrence

G. Required Coverage Forms:

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.

H. Required Endorsements:

1. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
  - b. A primary non-contributing endorsement evidencing that SCHOOL's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

- K. SCHOOL 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 MOU, upon which the COUNTY may suspend or terminate this MOU.
- L. If SCHOOL's Professional Liability policy is a "claims made" policy, SCHOOL shall agree to maintain professional liability coverage for two (2) years following completion of this MOU.
- M. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- N. Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph XII of this MOU.
- O. If SCHOOL fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or SSA, COUNTY may terminate this MOU.
- P. COUNTY expressly retains the right to require SCHOOL 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.
- Q. COUNTY shall notify SCHOOL in writing of changes in the insurance requirements. If SCHOOL 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 SCHOOL, and COUNTY shall be entitled to all legal remedies.
- R. The procuring of such required policy or policies of insurance

shall not be construed to limit SCHOOL'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.

#### XI. NOTIFICATION OF INCIDENT, CLAIMS OR SUITS

SCHOOL shall report to SSA:

- A. Any accident or incident relating to services performed under this MOU which involves injury or property damage which may result in the filing of a claim or lawsuit against SCHOOL and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- B. Any third party claim or lawsuit filed against SCHOOL arising from or related to services performed by SCHOOL under this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
- C. Any injury to an employee or Student of SCHOOL that occurs on COUNTY property. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
- D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to Student under the term of this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

#### XII. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

SCHOOL shall establish a procedure acceptable to SSA to ensure that all employees, volunteers, consultants, or agents 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. SCHOOL shall require such employee, volunteer,

consultant or agent 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 will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

### XIII. NOTICES AND CORRESPONDENCE

All notices, claims correspondence, reports, and/or statements authorized or required by this MOU shall be addressed as follows ~~All correspondence concerning this MOU will be in writing and sent to:~~

SSA: County of Orange Social Services Agency

~~Attn: Internship Coordinator~~

Contract Services

~~888 North Main Street~~

~~Santa Ana, CA 92701~~

~~County of Orange Social Services Agency~~

~~Attn: Administrator - Contract Services~~

~~888 North Main Street~~

~~Santa Ana, CA 92701~~

500 North State College

Orange, CA 92868

SCHOOL: California State University, Dominguez Hills

ATTN: ~~Emmit L. Williams~~

Francisco Quinonez

~~1000~~ 100 E. Victoria St.

Carson, CA 90747

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 SCHOOL may mutually agree in writing to change the addresses to which notices are sent.

#### XIV. RESOLUTION OF CONFLICTS

For resolution of conflicts between SSA and SCHOOL in regards to the provisions of this MOU, the following ~~shall apply~~ may be used:

- Step 1: Conference shall be held between the Field Supervisor and SCHOOL Fieldwork course instructor;
- Step 2: Conference shall be held between the SSA Coordinator and ~~the~~ SCHOOL Coordinator;
- Step 3: Conference shall be held between the SSA Program Manager or Deputy Director and Chair of the MSW Program;
- Step 4: Conference shall be held between the SSA Division Director and Chair of the MSW Program.

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

#### XV. CONFLICT OF INTEREST

- A. SCHOOL 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 SCHOOL's Students, employees, agents, relatives, and third parties associated with accomplishing the work hereunder.
- B. SCHOOL's efforts shall include, but not be limited to, establishing precautions to prevent its Students, employees, or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

XVI. TERMINATION

- A. SSA 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 this MOU, any misrepresentation, or fraud on the part of SCHOOL. Exercise by SSA of the right to terminate this MOU shall relieve SSA COUNTY of all further obligations under this MOU.
- B. Upon termination, or notice thereof, ~~the Parties~~ SCHOOL agree to cooperate with ~~each other~~ SSA in the orderly transfer of service responsibilities, active case records, and pertinent documents.
- C. The obligations of SSA COUNTY under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the provision of services hereunder in the budget approved by the COUNTY 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 or modify this MOU, without penalty. The decision of SSA ~~shall~~ will be binding on SCHOOL. SSA ~~shall~~ will provide SCHOOL with written notification of such determination. SCHOOL shall immediately comply with SSA's decision.

XVII. GENERAL PROVISIONS

- A. With the exception of client records or other records referenced in Paragraph ~~IV,~~ VII, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. SSA shall not be liable for any such disclosure.

- B. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SSA and any participant in this program, or any of SCHOOL's Students, agents or employees.
- C. 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.
- D. 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.

If any provision of this MOU or the application thereof is held invalid, the remainder of this MOU shall not be affected thereby.

#### XVIII. SIGNATURE IN COUNTERPARTS

The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

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

By: \_\_\_\_\_

Michael ~~L. Riley, Ph.D.,~~ F. Ryan,

Director

County of Orange

Social Services Agency

By: \_\_\_\_\_

~~Emmit L. Williams~~

Francisco Quinonez

Director of Procurement, Contracts

California State University,

Dominguez Hills

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved As To Form

County Counsel

County of Orange, California

By: \_\_\_\_\_

Deputy

Dated: \_\_\_\_\_