

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
BRANDMAN UNIVERSITY
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, hereinafter referred to as "SSA," and Brandman University, on behalf of its School of Arts and Science, hereinafter referred to as "SCHOOL." This MOU contains program content and purpose, along with guidelines to be enforced by SCHOOL for Students in a Bachelor's of Social Work (BASW) and/or Master's Degree in Social Work (MSW) Degree Programs at SCHOOL, to obtain the required fieldwork experience in a 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 upon the following:

1. SCHOOL desires to have Students, who are currently enrolled in the BASW and/or MSW Degree Program at the SCHOOL, to 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.

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I. TERM

The term of this MOU shall commence on July 1, 2017, and terminate on June 30, 2020, unless earlier terminated 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

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

1. Formalize an association between the Parties;
2. Establish a mutual understanding of the scope of responsibility of each Party, including legal mandates and constraints; and
3. Provide opportunities for Students to gain fieldwork experience in a 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 or Preceptor 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 an SSA program.

B. Field Supervisor: An individual who possesses a Master's Degree in Social Work (MSW) from an accredited School of Social Work, has at least two (2) 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. Preceptor: 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), and is part of the SSA service delivery team. The Preceptor shall report to the Field Supervisor.
- D. SCHOOL Coordinator: The SCHOOL employee designated to: 1) act as a liaison between the school and SSA, 2) coordinate pre-assignment interviews; and 3) ensure the Students' compliance with SCHOOL's requirements.
- E. SSA Coordinator: The SSA employee designated to act as a liaison between the School and SSA and coordinate the activities associated with fieldwork experience, including but not limited to: the number and location of individual assignments; arranging pre-assignment interviews; and coordinating the match between the Field Supervisor and Student.
- F. Student: An individual who is currently enrolled and in good standing in a BASW and/or MSW Degree Program at SCHOOL and is participating in fieldwork in order to satisfy a specific BASW and/or MSW program requirement at SCHOOL. The Parties hereto agree that 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:

SCHOOL understands and agrees that in order for Students to participate in this program, the Students must provide the information necessary for complete the following background checks prior to fieldwork: Child Abuse Registry (CAR) and Department of Motor Vehicles (DMV), and live scan fingerprinting. The decision to approve any Student for participation in fieldwork experience through SSA is within SSA's sole discretion.

B. Mutual Responsibilities:

1. SSA and SCHOOL may mutually agree 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 and properly executed by SSA and School.
2. SSA and SCHOOL may mutually agree 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 and properly executed by SSA and School.

V. SCHOOL RESPONSIBILITIES

SCHOOL shall:

- A. Consult and coordinate with appropriate SSA staff in planning for fieldwork experience to be provided to Students under this MOU.
- B. Provide an orientation for Students and SCHOOL's fieldwork course instructors, as deemed necessary by SSA.
- C. Require the SCHOOL Coordinator to work collaboratively with the SSA Coordinator on SSA requests to change a student's placement.

- D. Collaborate with SSA on Student requests for changes in fieldwork assignments.
- E. Arrange for periodic conferences between appropriate representatives of SCHOOL and SSA to evaluate the fieldwork experience provided under this MOU.
- F. Instruct each Student to carry his/her own medical insurance, and ensure that each student carries 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.
- G. Require every Student to conform to all applicable SSA policies, procedures, and regulations as it currently exists or may hereafter be amended which can be found at <http://ssa.ocgov.com/about/policies>, and all additional requirements and restrictions specified jointly by representatives of SCHOOL and SSA.
- H. Require Students to conform to 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.
- I. Prohibit Students from providing transportation to any Client of SSA under any circumstances.

VI. SSA RESPONSIBILITIES

SSA will:

- A. Create opportunities for Students to spend weekly fieldwork hours

in activities which may include case-related activities such as face-to-face client contact, staff meetings, and training.

- 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 for a minimum of one hour per week for Field Supervision.
- E. Expense Reimbursements:
1. County may reimburse expenses incurred by the Student including, child related incidentals (e.g., diapers, water, snacks, etc.). Expenses that must be pre-approved include: meals consumed outside of Orange County and parking.
 2. Expense reimbursement shall not be used as an emergency loan or a supplement to categorical-aid-grants.
 3. SSA will provide the appropriate COUNTY form(s) for Students to use to request expense reimbursement. Forms must be submitted to SSA monthly. 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 that expenses not reimbursed to them by COUNTY may be allowable deductions for Federal and State Income Tax.

- F. Immediately terminate from the fieldwork assignment at SSA any Student who, in the SSA Coordinator's sole judgment, is not participating satisfactorily. The Dean of the ~~School of Arts and Science School of Social Work~~, 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 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 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, except as may be required to 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.

- C. SCHOOL shall inform all of its Students, employees, agents, volunteers, and partners of 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.

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 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products, or other performance provided by 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 COUNTY or COUNTY INDEMNITEES, SCHOOL and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. COUNTY agrees to indemnify, defend 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. 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 insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.
- E. Qualified Insurer:
 - 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).

2. 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.

- F. The policy or policies of 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, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- J. ~~The Workers' Compensation policy and/or student health program shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.~~
- 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 XIII 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

- A. SCHOOL shall report to SSA:
 - 1. 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 notice of accident or incident.

2. 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 notice of claim or service of lawsuit, whichever occurs first.
3. 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 notice of occurrence.
4. 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 notice 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

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

SSA: County of Orange Social Services Agency

—Contract and Procurement Services

500 N. State College Blvd., Suite 100

Orange, CA 92868

SCHOOL: Brandman University

Gretchen Harper

Clinical Contract Coordinator

16355 Laguna Canyon Rd.

Irvine, CA 92618

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 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 SCHOOL Coordinator;

Step 3: Conference shall be held between the SSA Program Manager or Deputy Director and Assistant Dean of Field Education;

Step 4: Conference shall be held between the SSA Division Director

and Dean of the ~~School of Arts and Science School of Social Work~~.

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

XV. CONFLICT OF INTEREST

- A. SCHOOL shall make an effort to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY in performing under this MOU. 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 in performing under this MOU.

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 either Party of the right to terminate this MOU shall relieve both Parties of all further obligations under this MOU, provided, however, that the Parties will remain obligated to perform such duties as would normally extend beyond termination, including, but not limited to, obligations with respect to confidentiality and indemnification.
- B. Upon termination, or notice thereof, SCHOOL agrees to cooperate

with SSA in the orderly transfer of service responsibilities, active case records, and pertinent documents.

- C. The obligations of 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 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 will be binding on SCHOOL. SSA 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 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

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

By: _____

Michael F. Ryan, Director
County of Orange
Social Services Agency

By: _____

Phillip I. Doolittle
Executive Vice Chancellor of
Finance & Admin/CFO
Brandman University

Dated: _____

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

By: _____

Deputy

Dated: _____