

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
CANYON ACRES CHILDREN AND FAMILY SERVICES
FOR THE PROVISION OF
CREATING FAMILY CONNECTIONS SERVICES

This non-financial Memorandum of Understanding (MOU) between the County of Orange Social Services Agency (SSA) and Canyon Acres Children and Family Services (Canyon Acres) contains specific guidelines for the provision of Creating Family Connections Services.

SSA and Canyon Acres 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 Canyon Acres, with regard to this MOU, is based upon the following:

1. On December 21, 2001, the Honorable Robert B. Hutson, Presiding Judge of the Orange County Juvenile Court, approved Miscellaneous Order 520.4, authorizing the exchange of information concerning court wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or service delivery to Probation and SSA. Said order is attached hereto and incorporated herein by reference as “Attachment A.”
2. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 16501.
3. The Children and Family Services (CFS) division of SSA contracts with Canyon Acres for Wraparound and Foster Family Agency placement services.
4. SSA will refer dependent children to Canyon Acres for Creating Family Connections Services.
5. Canyon Acres will provide searches and initial engagement of family members for SSA identified dependent children placed in out-of-home care, in collaboration with the assigned CFS social worker.
6. This MOU contains the procedural guidelines authorized by both the SSA Director and the Canyon Acres Executive Director, for their respective employees to follow in providing services.

TABLE OF CONTENTS

I.	TERM.....	3
II.	PURPOSE.....	3
III.	POPULATION TO BE SERVED.....	3
IV.	GOAL.....	3
V.	SUBCONTRACTS.....	3
VI.	CANYON ACRES RESPONSIBILITIES	3
VII.	SSA RESPONSIBILITIES.....	4
VIII.	FACILITIES	5
IX.	CONFIDENTIALITY	5
X.	INDEMNIFICATION	6
XI.	INSURANCE.....	6
XII.	RETENTION OF RECORDS	9
XIII.	NOTICE AND CORRESPONDENCE	9
XIV.	RESOLUTION OF CONFLICTS.....	9
XV.	TERMINATION.....	9
XVI.	GENERAL PROVISIONS.....	10

I. TERM

The term shall commence on May 5, 2011 and end on June 30, 2012, unless terminated in accordance with Paragraph XV 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:

1. Formalize an association between the Parties;
2. Provide structured access to confidential records by Canyon Acres employees; and
3. Establish criteria for the development of a connection between a family member and the dependent youth.

III. POPULATION TO BE SERVED

A. The population to be served are youth who are referred to the Orange County Juvenile Court, or dependents or wards thereof, and placed in out-of-home care. Referrals to Creating Family Connections Services will be made by the dependent youth's assigned Senior Social Worker (SSW). Canyon Acres shall also serve emancipated youth, who are referred by the CFS Emancipation Services Program Manager.

IV. GOAL

The goal of this MOU is to permit Canyon Acres to identify, search for, and initially engage with family members, relatives and/or significant others of SSA referred youth and to serve as a means for family members, relatives and/or significant others to begin or to re-establish communication with the youth. SSA will use these family connections to explore permanency options for the youth served.

V. SUBCONTRACTS

Canyon Acres shall not subcontract for services under this MOU without the prior written consent of SSA. If SSA consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of Canyon Acres to SSA. All subcontracts must be in writing and copies of same shall be provided to SSA. Canyon Acres shall include in each subcontract any provision SSA may require.

VI. CANYON ACRES RESPONSIBILITIES

Canyon Acres shall:

- A. Maintain regular communication with SSA and each youth's SSW throughout the period of search and initial engagement activities.

- B. Prepare and maintain accurate and complete records of SSA referred youth served, and dates and types of services provided under the terms of this MOU.
- C. Conduct review and take notes of SSA dependency files at SSA offices. Files are not to be removed from SSA offices.
- D. Provide services for “emergency” referrals, limited to search activities only.
- E. Provide identification and search services to new cases entering the Child Welfare System (CWS), as well as cases being managed in the Adoption Services program.
- F. Meet referred youth’s SSW or Deputy Probation Officer (DPO) to review referral packet and describe program services within two (2) weeks of receipt of referral packet from SSA.
- G. Develop family genogram or family tree for each youth based on information gleaned from review of youth’s specific files, public records, youth friendly interviews, and in-person or telephone interviews with the youth’s SSW, parents, relatives, significant others, and acquaintances of the family.
- H. Contact youth’s therapist to review needs for “safety net” upon meeting new family members.
- I. Maintain communication with located and previously known family members, relatives, and significant others to assess the potential benefit of contact with the youth, interests of youth, and appropriateness of the contact.
- J. Provide guidance to family members, relatives and/or significant others regarding compliance with all existing service requirements and safeguards.
- K. Provide to SSA Contract Services a final report within sixty (60) days after the end of the term of this MOU indicated in Paragraph I above. This report shall summarize the activities and services provided by Canyon Acres to the youth referred by SSA.

VII. SSA RESPONSIBILITIES

SSA shall:

- A. Identify dependent youth and/or emancipated youth for Creating Family Connections Services open slots.
- B. Allow Canyon Acres’ Engagement/Family Search liaisons access to each youth’s dependency, legal, and service files for the purpose of identifying family members, relatives and/or significant others to begin or re-establish communication with the youth.
- C. Allow Canyon Acres’ employees to contact relatives and/or significant others within the parameters of the Creating Family Connections Services program.
- D. Select a maximum of four (4) CFS representatives to participate in Creating Family Connections Services trainings scheduled by Canyon Acres.

- E. Maintain open and ongoing communication with Canyon Acres for the purpose of service coordination.

VIII. FACILITIES

- A. It is mutually understood that Canyon Acres will provide Creating Family Connections Services at the following facility:

Canyon Acres Children and Family Services
1845 W. Orangewood Suite 300
Orange, CA 92868

- B. Canyon Acres and SSA may mutually agree in writing to add, change, modify, or delete facility locations as necessary to best serve the needs of SSA and children to be served under this MOU.

IX. CONFIDENTIALITY

- A. Canyon Acres agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- B. All records and information concerning any and all persons referred to Canyon Acres by SSA or SSA's designee shall be considered and kept confidential by Canyon Acres, Canyon Acres' staff, agents, employees and volunteers. Canyon Acres shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for Canyon Acres under this MOU to sign an agreement with Canyon Acres 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 participants referred to Canyon Acres 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 Canyon Acres, and as to the latter, only during such audit.
- C. Canyon Acres shall inform all of its employees, agents, subcontractors, 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. Canyon Acres agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with the Welfare and Institutions Code Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

- E. No access, disclosure or release of information regarding a youth 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.
- F. Canyon Acres must receive prior approval of the Juvenile Court before allowing any youth to be interviewed, photographed or recorded by any publication or to appear on any radio, television or internet broadcast or make any other public appearance. Such approval shall be requested through youth's Social Worker.

X. INDEMNIFICATION

Canyon Acres agrees to indemnify, defend with counsel approved in writing by 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 County 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 Canyon Acres pursuant to this MOU. If judgment is entered against Canyon Acres and the County by a court of competent jurisdiction because of the concurrent active negligence of the County or County Indemnitees, Canyon Acres and the COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

XI. INSURANCE

- A. Prior to the provision of services under this MOU, Canyon Acres agrees to purchase all required insurance at Canyon Acres's expense and to deposit with SSA Certificates of Insurance, including all endorsements required herein, necessary to satisfy the 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. Canyon Acres shall ensure that all subcontractors performing work on behalf of Canyon Acres pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for Canyon Acres.
- 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. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.
- D. If Canyon Acres fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

Qualified Insurer

- E. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or mambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).
- F. 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). If the insurer is a non-admitted carrier in the state of State of California and does not meet or exceed 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. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, County of Orange can accept the insurance.
- G. The policy or polices of insurance maintained by Canyon Acres shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (covering all owned, non-owned and hired vehicles)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

- H. 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.
- I. Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.
- J.

Required Endorsements

- K. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance: -
 - 1. 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, agents as Additional Insured.

2. A primary non-contributing endorsement evidencing that Canyon Acres insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- L. 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.
- M. 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.
- N. All insurance policies required by this MOU shall give the County of Orange thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.
- O. If Canyon Acres Professional Liability policy is a "claims made" policy, Canyon Acres shall agree to maintain professional liability coverage for two (2) years following completion of this MOU.
- P. The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- Q. If Canyon Acres fails to provide the insurance certificates and endorsements within seven (7) days of notification by ECO/County Procurement Office or County of Orange, award may be made to the next qualified proponent.
- R. County expressly retains the right to require Canyon Acres 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.
- S. County shall notify Canyon Acres in writing of changes in the insurance requirements. If Canyon Acres 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 Canyon Acres, and County shall be entitled to all legal remedies.
- T. The procuring of such required policy of policies of insurance shall not be construed to limit Canyon Acres 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.

XII. RETENTION OF RECORDS

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

XIII. 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

Canyon Acres: Canyon Acres Children and Family Services
1845 W. Oranewood, Suite 300
Orange, CA 92868

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 Canyon Acres 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 Canyon Acres in regards to the provisions of this MOU, the following shall apply:

- Step 1: Conference between the CFS Senior Social Services Supervisor and the Canyon Acres Creating Family Connections Services Supervisor.
- Step 2: Conference between the CFS Program Manager and/or Deputy Director, or designee, and the Canyon Acres Creating Family Connections Services Director of Programs.
- Step 3: Conference between the CFS Director, or designee, and the Canyon Acres Executive Director.

XV. 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 Canyon Acres. Exercise by SSA of the right to terminate this MOU shall relieve SSA 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, case records, and pertinent documents.
- C. The obligations of SSA under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, 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 or modify this MOU, without penalty. The decision of SSA shall be binding on Canyon Acres. SSA shall provide Canyon Acres with written notification of such determination. Canyon Acres shall immediately comply with SSA's decision.
- D. If any provision of this MOU or the application thereof is held invalid, the remainder of this MOU shall not be affected thereby.

XVI. GENERAL PROVISIONS

- A. With the exception of client records or other records referenced in Paragraph IX, 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 Canyon Acres, or any of Canyon Acres' 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.

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

By: _____

Michael L. Riley, Ph.D.
Director
County of Orange
Social Services Agency

By: _____

Linda Denton
Interim President
Canyon Acres Children and
Family Services

Dated: _____

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

By: _____

Deputy

Dated: _____