

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY**  
**AND**  
**<COMMUNITY-BASED ORGANIZATION>**  
**FOR THE ESTABLISHMENT OF A**  
**MULTIDISCIPLINARY TEAM**  
**TO PROVIDE**  
**DIFFERENTIAL RESPONSE-PATH ONE SERVICES**

This non-financial Memorandum of Understanding (MOU) between the County of Orange Social Services Agency (SSA) and <COMMUNITY-BASED ORGANIZATION> (hereinafter referred to as “CBO”), a non-profit corporation, contains program content and purpose along with specific guidelines for the establishment of a Multidisciplinary Team to provide Differential Response-Path One (DR-Path 1) services. SSA and CBO 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 the CBO with regard to this MOU is based upon the following:

1. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 10850.1 and 18951, which establish guidelines for the formation of a multidisciplinary personnel team, and Section 10601.2, which calls for the identification and replication of best practices such as Differential Response (DR) to achieve measurable outcomes for child welfare systems.
2. SSA and CBO have agreed to work together to implement DR-Path 1 services delivered through a Multidisciplinary Team (MDT).
3. SSA funds the provision of child abuse and neglect prevention and intervention services as authorized and provided for pursuant to WIC Section 16501.
4. A partnership between SSA’s child abuse prevention and intervention efforts and CBO’s staff and volunteers to establish a MDT in order to provide DR-Path 1 services will engage a greater number of families in services within the community without bringing those families into the child welfare system.
5. This MOU contains the procedural guidelines authorized by both SSA and CBO to follow in providing DR-Path 1 services.

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**I. TERM**

The term shall commence on July 1, 2012, and end on June 30, 2015, unless terminated in accordance with Paragraph XVIII 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. DEFINITIONS**

Differential Response (DR) refers to a multiple-path strategy developed to improve outcomes for families in crisis by strengthening communication between agencies within the child welfare systems and enhancing the responsiveness of child welfare services and the community to those families. DR-Path 1 services are indicated when reported allegations include children and families who have problems that do not meet the statutory definition of child abuse or neglect but there are indications that a family is experiencing problems that could be addressed by community services.

“Multidisciplinary personnel” (WIC Section 18951) refers to any team of three (3) or more persons trained in the prevention, identification, and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse. The team may include but not be limited to: trained counseling personnel, police officers or other law enforcement agents, medical personnel, social workers, public or private school teachers, administrative officers, supervisors of child welfare, or certified pupil personnel employees.

**III. PURPOSE**

The purpose of this MOU is to set forth provisions for the establishment of a MDT pursuant to the requirements of WIC Sections 10850.1 and 18951.

As part of SSA’s DR model, the formation of a MDT will enable SSA to share information relating to reports of child abuse or neglect with community partners who will offer services, or referrals to other providers of services, to those families at no cost to COUNTY.

**IV. POPULATION TO BE SERVED**

CBO shall provide DR-Path 1 services for individuals referred by SSA’s Children and Family Services (CFS) Division. Individuals referred for services will be children and families who are the subjects of reports of suspected child abuse or neglect made to CFS’s Child Abuse Registry (CAR) when the allegations do not meet the legal definition of abuse or neglect. The children to be served shall be hereinafter referred to as “CLIENTS.” The families to be served shall be referred to as “FAMILIES.”

**V. GOAL**

DR-Path 1 services strive to prevent child abuse and neglect by engaging a greater number of families in services that may be available within their community without having to bring those families into the child welfare system. Early identification and implementation of these community services will enhance the families' ability to become more self-sufficient and improve their parenting skills.

The goal of this MOU is to establish provisions for a MDT to access community-based DR-Path 1 services at no cost to the County. SSA's MDT will be comprised of members designated by both SSA and CBO.

**VI. CBO RESPONSIBILITIES**

CBO shall:

- A Be designated a member of the MDT by submitting a certification, in the form attached as Exhibit A, confirming that CBO meets the minimum qualifications described in Subparagraph VI.B below and has received the training described in Subparagraph VII.C.
- B. Recruit members that meet the following minimum qualifications:
  - 1. Ability to
    - a) Provide child abuse prevention and intervention services,
    - b) Maintain the confidentiality of highly sensitive and confidential information,
    - c) Outreach to families at risk of child abuse/neglect,
    - d) Assess the needs of families and develop service plans, and
    - e) Bring resources to assist in the sustainability of the MDT.
  - 2. Possess knowledge of and experience with
    - a) Community resources, and
    - b) Collaboration with other CBOs.
- C. Participate in MDT training provided by SSA to include areas referred to in Section VII.C.
- D. As applicable, designate and certify additional MDT members from partner agencies by submitting a certification, in the form attached as Exhibit A, confirming that those partner agency members meet the minimum qualifications described in Subparagraph VI.B above, and receive the training described in Subparagraph VII.C.
- E. Acquire information about FAMILIES from CAR.

- F. Contact FAMILIES to schedule assessment appointments.
- G. Conduct assessment for FAMILIES and prepare service plan recommendations.
- H. Educate FAMILIES on available community resources.
- I. Coordinate and schedule monthly MDT meetings with SSA to discuss referrals and to review assessments and service plan recommendations as well as additional options for community-based services.
- J. Document and maintain records of assessments, service plans, community linkages and other activities relevant to the provision of DR Path 1 services as part of the MDT.

**VII. SSA RESPONSIBILITIES**

SSA shall:

- A. Designate and certify MDT personnel trained in the prevention, identification, and treatment of child abuse and neglect cases.
- B. Provide Live Scan for all CBO-MDT volunteer members.
- C. Provide training to all MDT members SSA certifies, in areas including but not limited to:
  - 1. Rules of confidentiality that apply to this MOU, the MDT, and its members.
  - 2. Operational procedures of the MDT as established by CFS.
  - 3. The range of services that can be provided to CLIENTS and FAMILIES by the MDT and its network of resources, including the MDT members' agencies and options available in the community.
  - 4. All other pertinent provisions of this MOU.
- D. Coordinate and schedule monthly MDT meetings with CBO to discuss referrals and to review assessments and service plan recommendations as well as additional options for community-based services.

**VIII. ANTI-PROSELYTISM PROVISION**

- A. No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

- B. CBO certifies that this MOU does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any institution controlled by any religious creed, church, or sectarian denomination.

**IX. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

CBO shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The information shall be posted in all reception areas where CLIENTS are served.

**X. CONFIDENTIALITY**

- A. SSA and CBO agree to maintain confidentiality of all records and information about persons pursuant to all applicable Federal and/or State laws or regulations including, without limitation, WIC Sections 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 persons referred to CBO by SSA or SSA's designee shall be considered and kept confidential by CBO, CBO's staff, agents, employees and volunteers. CBO shall require all of its employees, agents, other partner agencies and volunteer staff who may provide services for CBO under this MOU to sign an agreement with CBO 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 CBO 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 CBO, and as to the latter, only during such audit.
- C. CBO agrees that any and all partner agencies shall be subject to the confidentiality requirements of this MOU. CBO shall inform all of its 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. CBO agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable

statutes, caselaw, 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. CBO 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.

**XI. NON-DISCRIMINATION**

- A. In the performance of this MOU, CBO agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of sex, race, color ethnicity, national origin, ancestry, religion, age, marital status, national origin, medical condition, age, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State laws.
- B. CBO shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.

**XII. INDEMNIFICATION**

CBO agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold Department of Health and Human Services, the State, COUNTY, and its elected and appointed officials, officers, employees, agents and those special districts and agencies for 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 CBO pursuant to this MOU. If judgment is entered against CBO and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CBO and COUNTY agree that liability will be apportioned as determined by the court. To the extent permitted by law, neither party shall request a jury apportionment.

### **XIII. INSURANCE**

- A. Without limiting CBO's liability for indemnification, prior to the provision of services under this MOU, CBO agrees to purchase all required insurance at CBO'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. CBO shall ensure that all partner agencies performing work on behalf of CBO pursuant to this MOU shall be covered under CBO's insurance as an additional insured or maintain insurance subject to the same terms and conditions as set forth herein for CBO.
- 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 CBO 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 ambest.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 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, SSA can accept the insurance.
- G. The policy or policies of insurance maintained by CBO 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
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
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	\$1,000,000 per occurrence

Required Coverage Forms

- F. 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.
  
- G. 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.

Required Endorsements

- H. 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 Insureds.
  - 2. A primary non-contributing endorsement evidencing that CBO's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
  
- K. 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.

- L. 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.
- M. 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.
- N. If CBO's Professional Liability policy is a "claims made" policy, CBO shall agree to maintain professional liability coverage for two (2) years following completion of this MOU.
- O. 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).
- P. Insurance certificates should be forwarded to COUNTY, at the address indicated in Section XVI of this MOU.
- Q. If CBO fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or SSA, award may be made to the next qualified proponent.
- R. COUNTY expressly retains the right to require CBO 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 CBO in writing of changes in the insurance requirements. If CBO 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 CBO, and COUNTY shall be entitled to all legal remedies.
- T. The procuring of such required policy or policies of insurance shall not be construed to limit CBO'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.

**XIV. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS**

CBO shall report to COUNTY:

- 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 CBO 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 CBO arising from or related to services performed by CBO under this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
- C. Any injury to an employee of CBO 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 CBO under the term of this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

**XV. RETENTION OF RECORDS**

CBO 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.

**XVI. 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

CBO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

## **XVII. RESOLUTION OF CONFLICTS**

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

- Step 1: Conference between SSA/CFS Program Manager and CBO's DR-Path 1 Program Coordinator.
- Step 2: Conference between the SSA/CFS Deputy Director or designee, and the CBO's Program Director.
- Step 3: Conference between the SSA/CFS Director, or designee, and the CBO's Executive Director, or designee.

## **XVIII. 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 CBO. 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 CBO. SSA shall provide CBO with written notification of such determination. CBO shall immediately comply with SSA's decision.

## **XIX. GENERAL PROVISIONS**

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SSA and any CBO member or CBO program participant participating in this program, or any of CBO's 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. With the exception of student or family records or other records referenced in Paragraph X entitled Confidentiality, all records, including but not limited to reports, audits notices, claims statements and correspondence, may be subject to public disclosure. SSA shall not be liable for any such disclosure.

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

By: \_\_\_\_\_  
Michael L. Riley, Ph.D  
Director  
County of Orange  
Social Services Agency

By: \_\_\_\_\_  
<Name, Title>  
<CBO>

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

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

Approved As To Form:  
County Counsel  
County of Orange, California

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

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

**EXHIBIT A**

**CERTIFICATION OF MEMBER  
OF  
SOCIAL SERVICES AGENCY  
MULTIDISCIPLINARY TEAM**

To: Orange County Social Services Agency  
Children and Family Services  
Attention: DR-Path 1 Program Manager  
840 N. Eckhoff  
Orange, CA 92868

\_\_\_\_\_ hereby designates the following person as a member  
(CBO/MDT Agency)  
of the Orange County Social Services Agency Multidisciplinary Team (MDT) for the provision  
of Differential Response-Path One (DR Path 1) services:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

The above CBO/MDT Agency hereby certifies that it has provided training to the above-  
designated person as required by Subparagraph VI.D and VII.C of the County of Orange Social  
Services Agency Multidisciplinary Team MOU.

\_\_\_\_\_  
CBO/Agency Signature

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

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

I hereby certify that I have received the training referred to above, and will adhere to the MDT  
DR-Path 1 Protocol, Referral and Confidentiality Guidelines established by the County of Orange  
Social Services Agency/Children and Family Services Division.

\_\_\_\_\_  
MDT Member Signature

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

\_\_\_\_\_  
Print Name  
(CMMJ1612 Exhibit A)