

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
<COMMUNITY BASED ORGANIZATION>
TO ESTABLISH A MUTIDISCIPLINARY PERSONNEL TEAM
FOR THE PROVISION OF
PREVENTION AND EARLY INTERVENTION/NEIGHBORHOOD RESOURCE NETWORK SERVICES

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," the Children and Families Commission of Orange County, hereinafter referred to as "Commission," <COMMUNITY BASED ORGANIZATION>, hereinafter referred to as "CBO," the Children's Data Network at the University of Southern California, hereinafter referred to as "CDN," and Children's Home Society of California, which will serve as the administrative agency hereinafter referred to as "HUB". This MOU contains program content and purpose along with guidelines for the establishment of a multidisciplinary personnel team (MDT) to offer Prevention and Early Intervention/Neighborhood Resource Network (PEI/NRN) services.

SSA, the Commission, HUB, CBO, and CDN may be referred to individually as "Party" and collectively as "the Parties." The County of Orange may be referred to as "SSA." The relationship between SSA and the Parties, 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 MDT, and Section 10601.2, which calls for the identification and replication of best practices to achieve measurable outcomes for child welfare systems.

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2. SSA, the Commission, HUB, CBO and CDN agree to work together to provide PEI/NRN services via a MDT.
3. SSA provides services for 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, the Commission, HUB, CBO and CDN's staff and volunteers, to establish a MDT in order to provide PEI/NRN 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 guidelines authorized by SSA, the Commission, HUB, CBO and CDN to follow in providing PEI/NRN services via a MDT.

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I. TERM

The term of this MOU shall commence on January 15, 2018, and end on December 31, 2020, unless earlier terminated pursuant to the provisions of Paragraph XXIV 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, reporting and confidentiality.

II. PURPOSE

The purpose of this MOU is to set forth provisions for the establishment of a MDT that is a collaboration between SSA, the Commission, HUB, CBO, and CDN pursuant to the requirements of WIC Section 10850.1 that permits the disclosure and exchange of confidential information with other members of the MDT.

III. DEFINITIONS

- A. Prevention and Early Intervention/Neighborhood Resource Network (PEI/NRN) services supports children and families to help reduce the risk of stressful situations in the home possibly resulting in a Child Abuse Report (CAR). The purpose of PEI/NRN is to help create a voluntary support structure for families by connecting them to community services that will help manage circumstances that create stress on families thereby reducing the potential for child abuse.
- B. MDT refers to a 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.
- C. The Parties agree the HUB will serve as the administrative agency and, as such, is responsible for data collection and quality assurance among the CBOs. In its managerial role, the HUB shall not provide direct services to targeted families. The HUB has no authority to terminate a CBO's participation in this MOU.
- D. CBOs agree to coordinate PEI/NRN family outreach attempts. The

procedure for complying with family outreach attempts shall be determined by COMMISSION and SSA in cooperation with the HUB. Engagement of the family in the PEI/NRN Program occurs when the family accepts services.

- E. CDN agrees to use Randomized Control Trials to engage in a rigorous evaluation of the PEI/NRN Program to identify the benefit to the individual family for having participated in the program, reduction in the number of children 0 thru age five (5) whose families have subsequent and/or substantiated child abuse reports, and the potential cost savings to the system because of the voluntary intervention.

IV. POPULATION TO BE SERVED

Population to be served shall include children and families referred by SSA. This includes families whose reports were investigated and those that were determined to not meet the legal threshold for further investigation. PEI/NRN services shall be provided to families that meet the following criteria:

1. Families for which this is the first Child Abuse Report (CAR).
2. One or more children in the household are 0 thru age five (5).
3. Families' whose CAR based on the determination of SSA, will not receive further intervention by SSA.

SSAs responsibilities in referring eligible PEI/NRN families to the CBO are described in Subparagraph VIII(A). CBOs responsibilities for engaging eligible PEI/NRN families are described in Paragraph VII.

V. GOAL

The goal of this MOU is 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.

VI. SUBCONTRACTS:

The Commission, HUB, CBO, and/or CDN 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 the Commission, HUB, CBO, and/or CDN to SSA. All subcontracts must be in writing and copies of same shall be provided to SSA, all Parties shall include in each subcontract any provision SSA may require.

VII. CBO, HUB, Commission and CDN RESPONSIBILITIES

1. CBO, HUB, Commission and CDN shall submit a certification to SSA, in the form attached as Exhibit A, representing that the MDT member received the training described in Subparagraphs VII(C), (D) and VIII(C).
2. CBOs agrees to the following:
 1. Provide child abuse prevention and intervention services such as Positive Parenting Program (Triple P) and Parent Child Interactive Therapy (PCIT) or other similar evidenced based family strengthening programs.
 2. Assess the needs of families.
 3. Contribute resources to assist in the sustainability of the MDT.
 4. Possess knowledge of and experience with community resources.
 5. Collaborate with other CBOs to create the MDT.
 6. Conduct Live Scans for MDT members, as appropriate for the services under this MOU. If transporting clients, the MDT member must provide a certified DMV copy of their driving record. If the MDT member transports a child/children, the child/children must be accompanied by a parent, legal guardian, or other adult designated by a parent.
3. CBO, HUB, Commission and CDN shall provide training to MDT members, as requested by SSA and other parties to this MOU, in areas including

but not limited to:

1. Rules of confidentiality that apply to this MOU and the MDT.
2. Useage of Differential Response Tracking System (DRTS).
3. All other pertinent provisions of this MOU.
4. CBO, HUB, Commission and CDN shall participate in any MDT or PEI/NRN related training as requested by SSA.
5. CBO, HUB, Commission and CDN shall make its best efforts to identify additional MDT members. The new MDT members should be referred to SSA.
6. CBO, HUB, Commission and CDN, shall acquire information about families from SSA, and as a MDT member, review family information to determine appropriateness of offering services.
7. The HUB shall facilitate, coordinate, schedule and/or participate in MDT meetings scheduled for the first and third Thursday of every month or as agreed upon by the members of the MDT, Included in the meetings shall be SSA, Commission, CBO's and when necessary CDN, via conference call to discuss families and to review assessments and service plan recommendations as well as additional options for community-based service.
8. The HUB is responsible for referring an eligible PEI/NRN family to the most appropriate CBO based on a referral process established by the Commission. The referral process will have timelines and engagement strategies that CBO's as a member of this MDT, are required to comply with.
9. An eligible PEI/NRN family shall be offered evidence based family strengthening services. CBOs are required to attempt to contact referred families within the guidelines establish by the Commission or until the family declines services. SSA shall be notified of families that were unable to be contacted or contacted but denied voluntary services. SSA shall also be notified of families who initially decline services but accept at a later date. Those

families who accept services at a later date will remain in the evaluation.

10. HUB and CBO's are obligated to maintain records of efforts or engagements to offer services, engagement outcomes, and other activities relevant to PEI/NRN as requested by SSA and the Commission.
11. As applicable, all parties are obligated to participate in a rigorous evaluation design and application to measure the true impact of PEI/NRN when compared to what would have happened in the absence of PEI/NRN.

VIII. SSA RESPONSIBILITIES.

1. Provide to MDT CAR/ER information on children and families that meet PEI/NRN criteria. At a minimum the referral information must have the family's name and telephone number. As a preferred standard business practice, all family referral information should include the following: name, telephone number, address, family make-up, and demographics (preferred language). There are two paths that SSA can make a referral to the PEI/NRN Program, Information Only reports and Immediate/10 Day/Emergency Response Investigations:

1. Information Only - Based on a determination of the CAR report, SSA deems that the family will not receive further services, and there is a child aged 0 thru age five (5), and this is the first CAR report.
 - a. SSA will be responsible for sending Information Only PEI/NRN eligible family records by spreadsheet to CDN for randomization once a week. Data will be transmitted via a secure communication network. CDN has 24 hours to return a spreadsheet of randomized PEI/NRN families back to SSA.
 - b. Upon receiving the randomized spreadsheet, SSA shall enter the treatment group of eligible PEI/NRN families

into the DRTS system for referral to the HUB within one week of receiving the spreadsheet from CDN.

2. Immediate/10 Day/Emergency Response Investigations - Based on the CAR report, SSA deems further investigation is necessary. If the investigation is determined inconclusive, unfounded, or substantiated but the case is closed, the family is deemed eligible for PEI/NRN services if the family will not receive further services, there is a child aged 0 thru age five (5), and this is the first CAR report.

- a. SSA will be responsible for sending all closed eligible Immediate/10 Day/Emergency Response Investigation PEI/NRN eligible family case records to CDN for randomization once a week. SSA shall have their reports team run a report once a week of all closed eligible cases to be randomized. These closed cases will be sent to CDN by spreadsheet, via a secure communication network. CDN has 24 hours to return a spreadsheet of randomized PEI/NRN families back to SSA.

- b. Upon receiving the randomized spreadsheet, SSA shall enter the treatment group of eligible PEI/NRN families into the DRTS system for referral to the HUB within one week of receiving the spreadsheet from CDN.

2. Facilitate and/or participate in MDT meetings the first and third Thursday of the month or as agreed upon by the members of the MDT, via conference call.
3. Ensure that MDT members complete required training and any MDT or PEI/NRN related training as requested by SSA.
4. Maintain records of CAR information provided to the MDT and efforts or engagements of the MDT to offer services, engagement outcomes and other activities relevant to PEI/NRN as reported by the MDT.
5. Participate in a rigorous evaluation design and application to

measure the true impact of PEI/NRN when compared to what would have happened in the absence of PEI/NRN. As described in Subparagraph VII(K), the evaluation will be conducted through a random control trial under protocols developed by CDN.

6. Compare data on families that successfully complete PEI/NRN to Child Abuse Registry data. This comparison is to be completed in six (6) month intervals.

IX. NON-DISCRIMINATION

1. In the performance of this MOU, the Commission, HUB, CBO and/or CDN agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws.
2. The Commission, HUB, CBO and/or CDN shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.
3. The Commission, HUB, CBO and/or CDN shall furnish any and all information requested by SSA and shall permit SSA access, during business hours, to books, records and accounts in order to ascertain Parties compliance with Paragraph IX et seq.
4. Non-Discrimination in Employment:
 1. All solicitations or advertisements for employees placed by or on behalf of Commission, HUB, CBO and/or CDN shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color,

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national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

2. The Commission, HUB, CBO and/or CDN shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-4-23

Sacramento, CA 95814

Telephone: (800) 952-5253

(800) 952-8349 (For the hard of hearing)

5. Non-Discrimination in Service Delivery:

1. The Commission, HUB, CBO and/or CDN shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section

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1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Non-discrimination as each may now exist or be hereafter amended. The Commission, HUB, CBO and/or CDN shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph IX et seq.

2. The Commission, HUB, CBO and/or CDN shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

- a. Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)
- b. Discrimination Complaint Form
- c. Civil Rights Contacts:

SSA Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

X. CONFIDENTIALITY

- A. SSA, the Commission, HUB, CBO and/or CDN agree to maintain confidentiality of all 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 the Commission, HUB, CBO and/or CDN by SSA or SSA's designee shall be considered and kept confidential by the Commission, HUB, CBO and/or CDN's, employees, volunteers, agents, and subcontractors. The Commission, HUB, CBO and/or CDN shall require all of its employees, volunteers, agents, subcontractors and partners who may provide services for the Commission, HUB, CBO and/or CDN under this MOU to sign an MOU with the Commission, HUB, CBO and/or CDN 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 the Commission, HUB, CBO and/or CDN by SSA, except as may be required to provide services under this MOU or to

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- those specified in this MOU as having the capacity to audit the Commission, HUB, CBO and/or CDN, and as to the latter, only during such audit. The Commission, HUB, CBO and/or CDN shall comply with any audits specified in Paragraph XVII, provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.
- C. The Commission, HUB, CBO and/or CDN shall inform all of its employees, volunteers, agents, subcontractors, and partners of this provision and that any person violating the provisions of said California State law may be guilty of a crime.
- D. The Commission, HUB, CBO and/or CDN agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.
- E. The Commission, HUB, CBO and/or CDN 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. The Commission, HUB, CBO and/or CDN 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. PUBLICITY

1. The Commission, HUB, CBO and/or CDN 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 the Commission, HUB, CBO and/or CDN's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit the Commission, HUB, CBO and/or CDN from publishing its role under this MOU within the following conditions:

1. The Commission, HUB, CBO and/or CDN shall develop all publicity material in a professional manner; and
2. During the term of this MOU, the Commission, HUB, CBO and/or CDN 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.
3. COUNTY owns all rights to the name, logos and symbols of COUNTY. The use and/or reproduction of COUNTY's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without COUNTY's prior written consent is expressly prohibited.

XII. INDEMNIFICATION

A. The Commission, HUB, CBO and CDN 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

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- Commission's, HUB's, CBO's, CDN's respective services, products or other performance pursuant to this MOU. If judgment is entered against the Commission, HUB, CBO and/or CDN and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, the Commission, HUB, CBO, CDN and COUNTY agree that each party's respective liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. COUNTY agrees to indemnify, defend, with counsel approved in writing by COMMISSION, and approval shall not be unreasonably withheld and hold CFCOC, and their appointed officials, COMMISSIONERS, officers, employees, and agents ("CFCOC 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 intentional, malicious, negligent acts, inactions, errors or omissions of the County of Orange, its officers, employees, or agents pursuant to this MOU. If judgment is entered against COUNTY and CFCOC by a court of competent jurisdiction because of the concurrent active negligence of the CFCOC or CFCOC INDEMNITEES, the COUNTY, and CFCOC agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

XIII. INSURANCE

- A. Prior to the provision of services under this MOU, the Commission, HUB, CBO and/or CDN agrees to purchase all required insurance at the Commission, HUB, CBO and/or CDN's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. The Commission, HUB, CBO and/or CDN agree to keep such insurance coverage. Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing

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- work on behalf of the Commission, HUB, CBO and/or CDN's pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for the Commission, HUB, CBO and/or CDN's.
- B. The Commission, HUB, CBO and/or CDN shall ensure that all subcontractors performing work on behalf of the Commission, HUB, CBO and/or CDN pursuant to this MOU shall be covered under the Commission, HUB, CBO and/or CDN's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for the Commission, HUB, CBO and/or CDN. The Commission, HUB, CBO and/or CDN shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from the Commission, HUB, CBO and/or CDN under this MOU. It is the obligation of the Commission, HUB, CBO and/or CDN to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by the Commission, HUB, CBO and/or CDN through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.
- C. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of the Commission, HUB, CBO and/or CDN's current audited financial report. If the Commission, HUB, CBO and/or CDN SIR is approved, the Commission, HUB, CBO and/or CDN, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:
1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from the Commission, HUB, CBO and/or CDN's its agents,

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employee's or subcontractor's performance of this MOU, the Commission, HUB, CBO and/or CDN shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. The Commission, HUB, CBO and/or CDN's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Commission, HUB, CBO and/or CDN's SIR provisions shall be interpreted as though the Commission, HUB, CBO and/or CDN was an insurer and COUNTY was the insured.

D. If the Commission, HUB, CBO and/or CDN fail 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 the Commission, HUB, CBO and/or CDN shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Commission, HUB, CBO's and CDN
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CBO's
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence	CBO's
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence	
Passenger Vehicles up to eight (8) passengers, not including the driver	\$5,000,000 per occurrence	
Workers' Compensation	Statutory	Commission, HUB, CBO's and CDN
Network Security & Privacy Liability	\$1,000,000 per claims made	Commission, HUB, CBO's and CDN
Employer's Liability Insurance	\$1,000,000 per occurrence	Commission, HUB, CBO's and CDN
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	CBO's
Sexual Misconduct Liability	\$1,000,000 per occurrence	CBO's

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.

2. 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.

H. Required Endorsements:

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 20 26 04 13, or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Commission, HUB, CBO and/or CDN's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

I. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

1. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.
2. A primary and non-contributing endorsement evidencing that the Commission, HUB, CBO and/or CDN's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers' Compensation policy 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 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

- S. The procuring of such required policy or policies of insurance shall not be construed to limit the Commission, HUB, CBO and/or CDN'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. SECURITY

- A. The Commission, HUB, CBO and/or CDN shall immediately notify COUNTY of any and all unauthorized disclosures of COUNTY data of which the Commission, HUB, CBO and/or CDN or its staff is aware or has knowledge. After such notification, the Commission, HUB, CBO and/or CDN shall, at its own expense:

- 1. Investigate to determine the nature and extent of the unauthorized disclosure.
 - 2. Contain the incident by, among things, attempting to recover records, revoking access and/or correcting weaknesses in security. The Commission, HUB, CBO and/or CDN shall reimburse COUNTY for all notification-related costs incurred by COUNTY arising out of or in connection with the unauthorized disclosure as legally required.
- 2. For services provided under this MOU, the Commission, HUB, CBO and/or CDN shall ensure that all confidential information must be held in the strictest confidence, can only be accessed by those with a need to know and is protected to prevent unauthorized or inadvertent access. Confidential electronic information must be stored in an encrypted format. Confidential information stored in a paper format must be transported, handled, secured and destroyed in a manner to prevent unauthorized access.

XV. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

The Commission, HUB, CBO and/or CDN shall report to COUNTY:

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

XVI. RECORDS1. Client Records:

1. The Commission, HUB, CBO and/or CDN shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.
2. The Commission, HUB, CBO and/or CDN shall keep all COUNTY data provided to the Commission, HUB, CBO and/or CDN during the term(s) of this MOU for a minimum of five (5) years from

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the date of termination under this MOU or until all pending COUNTY, State and Federal audits are completed, whichever is later. These records shall be stored in Orange County, unless the Commission, HUB, CBO and/or CDN requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, The Commission, HUB, CBO and/or CDN shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph XXIV(B).

B. Public Records:

To the extent permissible under the law, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

XVII. PERSONNEL DISCLOSURE

1. Where authorized by law, the Commission, HUB, CBO and/or CDN's employment and/or volunteer applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this MOU.
2. Where authorized by law, the Commission, HUB, CBO and/or CDN shall conduct, at no cost to COUNTY, a clearance on the following public websites the names and dates of birth for all employees and/or volunteers who will have direct, interactive contact with clients served through this MOU: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

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3. Where authorized by law, the Commission, HUB, CBO and/or CDN shall conduct, at no cost to COUNTY, a criminal record background check on all employees (direct service and administrative) providing services through this MOU and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this paragraph and their performance of services under this MOU.
4. In the event a record is revealed through the processes described in Subparagraphs XVIII (B) and (C), COUNTY will be available to consult with the Commission, HUB, CBO and/or CDN on appropriateness of personnel providing services through this MOU. The Commission, HUB, CBO and/or CDN warrants that all persons employed or otherwise assigned by the Commission, HUB, CBO and/or CDN to provide services under this MOU have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. The Commission, HUB, CBO and/or CDN shall maintain records of background investigations and reference checks undertaken and coordinated by the Commission, HUB, CBO and/or CDN for each employee and/or volunteer assigned to provide services under this MOU for a minimum of five (5) years after the termination of this MOU.
5. The Commission, HUB, CBO and/or CDN shall immediately notify SSA concerning the arrest and/or subsequent conviction, for offenses other than minor traffic offenses, of any paid employee and/or volunteer staff performing services under this MOU, when such information becomes known to the Commission, HUB, CBO and/or CDN. SSA, in its sole discretion, may determine whether such employee and/or volunteer may continue to provide services under this MOU and

- shall provide notice of such determination to the Commission, HUB, CBO and/or CDN in writing. The Commission, HUB, CBO and/or CDN's failure to comply with SSA's decision shall be deemed a material breach of this MOU.
6. COUNTY has the right to approve or disapprove all of the Commission, HUB, CBO and/or CDN's staff performing work hereunder and any proposed changes in the Commission, HUB, CBO and/or CDN's staff.
 7. COUNTY shall have the right to require the Commission, HUB, CBO and/or CDN to remove any employee from the performance of services under this MOU. At the request of COUNTY, the Commission, HUB, CBO and/or CDN shall immediately replace said personnel.
 8. The Commission, HUB, CBO and/or CDN shall notify COUNTY immediately when staff is terminated for cause from working on this MOU.
 9. Disqualification, if any, of the Commission, HUB, CBO and/or CDN staff, pursuant to Paragraph XVII, shall not relieve the Commission, HUB, CBO and/or CDN of its obligation to complete all work in accordance with the terms and conditions of this MOU.

XVIII. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

The Commission, HUB, CBO and/or CDN 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. The Commission, HUB, CBO and/or CDN 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.

XIX. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Commission, HUB, CBO and/or CDN 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 for printing purposes. The information shall be posted in all reception areas where clients are served.

XX. NOTICES

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

SSA: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA 92868

Commission, HUB, CBO and/or CDN:

Party:
Attn: _____

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. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XXI. RESOLUTION OF CONFLICTS

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

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

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

XXII. CONFLICT OF INTEREST

- 1. The Commission, HUB, CBO and/or CDN 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 the Commission, HUB, CBO and/or CDN's employees, volunteers, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.
- 2. The Commission, HUB, CBO and/or CDN's efforts shall include, but not be limited to, establishing precautions to prevent its 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.

XXIII. POLITICAL ACTIVITY

The Commission, HUB, CBO and/or CDN agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

XXIV. TERMINATION

- 1. 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 include but not limited to any breach of this MOU, any misrepresentation whether negligent or willful, fraud on the part of the Commission, HUB, CBO and/or CDN, discontinuance of the services for reasons within the Commission, HUB, CBO and/or CDN's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that in the reasonable opinion of SSA indicate a willful or reckless disregard for County laws and regulations. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations under this MOU.
- B. For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU ("Transition Period"), the Commission, HUB, CBO and/or CDN agrees to cooperate with SSA in the orderly transfer of service responsibilities, active case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to SSA without alteration. The Commission, HUB, CBO and/or CDN also shall assist SSA in extracting and/or transitioning all data in the format determined by SSA.
3. In the event of termination of this MOU, cessation of business by the Commission, HUB, CBO and/or CDN or any other event preventing the Commission, HUB, CBO and/or CDN from continuing to provide services, the Commission, HUB, CBO and/or CDN shall not withhold the SSA data or refuse for any reason, to promptly provide to SSA the SSA data if requested to do so on such media as reasonably requested by SSA, even if COUNTY is then or is alleged to be in breach of this MOU.
4. The obligations of COUNTY under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of the Commission, HUB, CBO and/or CDN's expenditures,

and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate or reduce SSA's maximum obligation, or modify this MOU, without penalty. The decision of SSA will be binding on the Commission, HUB, CBO and/or CDN. SSA will provide the Commission, HUB, CBO and/or CDN with written notification of such determination. The Commission, HUB, CBO and/or CDN shall immediately comply with SSA's decision.

5. If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

XXV. SIGNATURE IN COUNTERPARTS

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

All parties agree and understand that CBOs not currently identified in this MOU may join this agreement if approved by SSA (at its sole discretion) and the CBO agrees to all of the terms and conditions stated in this MOU. Copies of this MOU signed by the CBOs will have the same force and effect as if the original had been signed by all the parties.

The Commission, HUB, CBO and/or CDN represents and warrants that the person executing this MOU on behalf of and for the Commission, HUB, CBO and/or CDN is an authorized agent who has actual authority to bind the Commission, HUB, CBO and/or CDN to each and every term, condition and obligation of this MOU and that all requirements of the Commission, HUB, CBO and/or CDN have been fulfilled to provide such actual authority.

XXVI. GENERAL PROVISIONS

1. Nothing herein contained shall be construed as creating the

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relationship of employer and employee, or principal and agent, between SSA and any participant participating in this program, or any of the Commission, HUB, CBO and/or CDN's agents or employees.

2. 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.
3. 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 the Memorandum of Understanding in the County of Orange, California.

By: _____

Michael F. Ryan, Director

Social Services Agency

County of Orange

Dated: _____

By: _____

Name

Title

Company Name

Dated: _____

Approved As To Form

SSA Counsel

County of Orange, California

By: Ann O'Loon

Deputy

Dated: 10/19/17

EXHIBIT A

MEMBER CERTIFICATION OF
PREVENTION AND EARLY INTERVENTION/NEIGHBORHOOD RESOURCE NETWORK
MULTIDISCIPLINARY TEAM

To: Orange County Social Services Agency
Children and Family Services
Attention: PEI/NRN Contract Administrator
500 N. State College Blvd., Suite 100
Orange, CA 92868

_____ hereby designates the following person as a member of
(Commission/HUB/CBO/CDN) the Orange County Social Services Agency (SSA)
PEI/NRN multidisciplinary personnel team (MDT):

Name: _____
Title: _____
Agency: _____
Address: _____
Phone: _____

The above Commission/HUB/CBO/CDN/MDT member hereby certifies that it has provided training to the above-designated person as required by Subparagraph VII(C), (D) and VIII(C). of the Memorandum of Understanding (MOU) between SSA and Commission/HUB/CBO/CDN MDT member to establish a MDT for PEI/NRN Services (#CPY1117-00).

_____ Dated: _____
Commission/HUB/CBO/CDN Member Signature

_____ Title: _____
Print Name

I hereby certify that I have received the required training and am qualified to provide services, understands the scope and purpose of the MDT and agrees to keep all information confidential.

_____ Dated: _____
MDT Member Signature

Print Name