

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
<COMMUNITY BASED ORGANIZATION>
TO ESTABLISH A
MULTIDISCIPLINARY PERSONNEL TEAM
FOR THE PROVISION OF
PREVENTION AND EARLY INTERVENTION ~~DIFFERENTIAL RESPONSE PATH ONE~~ 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," Children's Home Society of California, hereinafter referred to as "CHS," and <COMMUNITY BASED ORGANIZATION>, hereinafter referred to as "CBO," and the Children's Data Network at the University of Southern California, hereinafter referred to as "CDN." 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 (PEI) ~~Differential Response Path One (DR Path 1)~~ services.

SSA, the Commission, CHS, CBO, and CDN ~~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 Parties ~~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 MDT, 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, the Commission, CHS, ~~and~~ CBO and CDN ~~have~~ agreed to work together to provide PEI services ~~DR-Path 1~~ via a MDT.
3. SSA ~~provides services for~~ ~~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, the Commission, CHS, ~~and~~ CBO's staff and volunteers, and CDN to establish a MDT in order to ~~provide PEI services~~ ~~to DR-Path 1~~ 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 ~~authorize~~ ~~authorized~~ by ~~both~~ SSA, the Commission, CHS, ~~and~~ CBO and CDN to follow in providing PEI services ~~DR-Path 1~~ via a MDT.

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I. TERM

The term of this MOU shall commence on ~~July 1, 2015,~~ January 15, 2016 and end on ~~June 30,~~ January 1, 2018, unless earlier terminated pursuant to the provisions of Paragraph XXIII 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, CHS, CBO, and CDN pursuant to the requirements of WIC Section 10850.1 that ~~permits allows~~ for the disclosure and exchange, with other members of the MDT, any information or writing that is kept or maintained in connection with any program of public social services or otherwise designated as confidential. Included is information exchanged, developed or created for the purpose of an evaluation design that will be conducted through a randomized control trial.

III. DEFINITIONS

A. Prevention and Early Intervention (PEI) supports children and family services to help reduce the risk of stressful situations in the home possibly resulting in a child abuse report (CAR). The purpose of PEI is to help create a voluntary support structure for families by connecting families to community services that will help manage circumstances putting stress on families thereby reducing the potential for child abuse.

B. ~~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 system and enhancing the responsiveness of child welfare~~

~~services and the community to those families.~~

- C. ~~DR Path 1 is a strategy utilized when alleged child abuse reports 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 a CBO. Those reports are reviewed by the MDT to determine the appropriateness of offering services to the family.~~
- D. 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. The team may include but not be limited to **Community Service Providers**, 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~~ **or non-profit organizations serving** ~~The MDT meets regularly to discuss children and families of alleged child abuse reports which 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 services provided by a CBO.~~
- E. **The Parties agree that CHS will serve as the Hub Agency and, as such, is responsible for data collection and quality assurance among the CBOs. In its role as the Hub Agency, CHS is the administrative agency of the PEI Program and not required to provide direct services to targeted families. The Hub Agency has no authority to terminate a CBO's participation in this MOU.**
- F. **CBOs agree to do PEI family outreach attempts. An outreach attempt is standardized and is defined as five (5) attempts, one**

letter and four phone calls at various times of the day to contact a potential PEI family before a referral can be closed. The CBO must complete five(5) attempts or until the family refuses services.

- G. Engagement of the family in the PEI Program occurs when the family accepts services from a CBO. A face-to-face meeting with the family shall take place once the family verbally accepts services.
- H. CDN agrees to use its Randomized Control Trials to engage in a rigorous evaluation of the PEI Program to identify the benefit of the individual family for having participated in the program, reduction in the number of 0-5 children 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 ~~of alleged child abuse reports,~~ 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 services shall be provided to families that meet the following criteria:

- A. Families for which this is the first CAR.
- B. ~~One statutory definition of child abuse or more neglect.~~ The children in the household are under the age of five.
- C. Families' whose CAR based on the determination of SSA, will not receive further intervention by SSA.

SSA responsibilities in referring eligible PEI ~~to be served shall be hereinafter referred to as "CLIENTS."~~ The families to the CBO are described in Subparagraph VIII(A). CBO responsibilities for engaging eligible PEI families are described in Subparagraph VII(J). ~~be served~~

~~shall be referred to as "FAMILIES."~~

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:

A. The Commission, CHS, CBO, and/or CDN ~~CBO~~ 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, CHS, CBO and/or CDN to COUNTY. All subcontracts must be in writing and copies of same shall be provided to SSA, all parties ~~CBO~~ shall include in each subcontract any provision SSA may require.

VII. CBO, CHS, Commission and CDN RESPONSIBILITIES

A. CBO, CHS, Commission and CDN shall submit ~~Be designated a member of the MDT by submitting~~ a certification, in the form attached as Exhibit A, representing ~~confirming~~ that the MDT member ~~CBO meets the minimum qualifications described in Subparagraph VII.B and has received the training described in Subparagraphs VII(C) and Subparagraph VIII(-B).-~~

B. CBOs agrees to ~~Recruit MDT members that meet~~ the following minimum qualifications and ability to:

1. Provide child abuse prevention and intervention services through service provision, program oversight or program evaluation.

2. Maintain the confidentiality of highly sensitive and confidential information.
- ~~3. Outreach to families at risk of child abuse/neglect.~~
4. Assess the needs of families.
5. Contribute resources to assist in the sustainability of the MDT.
6. Possess knowledge of and experience with community resources.
7. Collaborate with other CBOs to create the MDT.
1. 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 designed by a parent.

C. CBO, CHS, Commission and CDN shall provide ~~Provide Live Scan for MDT members.~~

~~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. Operational procedures of the MDT as established by SSA.~~
2. All other pertinent provisions of this MOU.

D. CBO, CHS, Commission and CDN shall participate ~~Participate~~ in any MDT or PEI ~~DR Path 1~~ related training as requested by SSA. ~~Participate in MDT training provided by SSA to include areas referred to in Section VII.C.~~

E. CBO, CHS, Commission and CDN shall identify ~~Designate~~ and certify additional MDT members by submitting a certification in the form attached as Exhibit A, confirming that those additional MDT

members meet the training requirement in Subparagraphs VII(C) and VIII(C). ~~minimum qualifications described in Subparagraph VII.B and Subparagraph VIII.C.~~

- F. CBO, CHS, Commission and when necessary CDN, shall acquire ~~Acquire~~ information about ~~families~~ FAMILIES from SSA, and as a MDT member, review family information to determine appropriateness of offering services.
- G. The Hub Agency shall facilitate, coordinate and schedule ~~Educate~~ FAMILIES ~~on available community resources.~~
- H. ~~Contact FAMILIES to offer, link and enroll into services.~~
- I. ~~Facilitate and/or participate in once a week regular MDT meetings.~~ Coordinate and schedule monthly MDT meetings with SSA, the Commission, CBO's and when necessary CDN via conference call to discuss ~~families referrals~~ and to review assessments and service plan recommendations as well as additional options for community-based ~~service.~~ ~~services.~~
- J. After receiving a referral from SSA, the Hub agency shall refer the eligible PEI family to a CBO within 48 hours utilizing a referral matrix.
- K. CBOs shall have 72 hours after receiving the referral to attempt their first contact with the family.
- L. CBOs are responsible for engaging the family into voluntary family strengthening services that are evidence based or promising practices (as rated by the California Clearinghouse). CBOs are required to attempt to contact referred families five (5) times or until the family declines services. CHS should notify SSA of families that were unable to be contacted or contacted but denied voluntary services. CHS must notify SSA 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.
- K. CHS and CBO's are obligated to maintain ~~Maintain~~ records of efforts or engagements to offer services, engagement outcomes, and other activities relevant to PEI ~~DR Path 1~~, as requested by SSA.
- L. CHS and CBO's are obligated to participate in a rigorous evaluation design and application to measure the true impact of PEI when compared to what would have happened in the absence of PEI.

VIII. SSA RESPONSIBILITIES

- A. Provide to MDT ~~CAR/ER~~ information on children and families ~~that of~~ alleged child abuse reports whose reports do not meet PEI criteria. ~~At the statutory definition of child abuse or neglect but there are indications that 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~~ ~~experiencing problems~~ that SSA can make a referral to the PEI Program from, Information Only and Immediate/10 Day/Emergency Response Investigations:
- a. Information Only - Based on a determination of the CAR report SSA deems that the family will not receive further services, there is a child aged 0-5, and this is the first CAR report.
- i. SSA will ~~could~~ be responsible for sending Information Only PEI eligible family records ~~addressed~~ by spreadsheet to CDN for randomization once a week. The families will be identified on the spreadsheet by a unique SSA generated case specific identification number. There will be no

other indentifying family information. CDN has 24 hours to return a spreadsheet of randomized PEI families back to SSA ~~a-CBO~~.

ii. Upon receiving the randomized spreadsheet, SSA shall enter the treatment group of eligible PEI families into the DRTS system for referral to the Hub agency within one week of receiving the spreadsheet from CDN.

b. 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 services if the family will not receive further services, there is a child aged 0-5, and this is the first CAR report.

i. SSA will be responsible for sending all closed eligible Immediate/10 Day/Emergency Response Investigation PEI 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, and families will be identified by a unique SSA generated case specific identification number. There will be no other indentifying family information. CDN has 24 hours to return a spreadsheet of randomized PEI families back to SSA.

ii. Upon receiving the randomized spreadsheet, SSA shall enter the treatment group of eligible PEI families into the DRTS system for referral to the Hub agency within one week of receiving the spreadsheet from CDN.

A. Facilitate and/or participate in ~~regular~~ once a week MDT meetings

via conference call.

- B. Ensure that MDT members complete required training and any MDT or ~~PEIDR Path 1~~-related training as requested by SSA.
- C. Maintain records of ~~CAR alleged child abuse report~~ information provided to the MDT and efforts or engagements of the MDT to offer services, engagement outcomes and other activities relevant to ~~PEIDR Path 1~~ as reported by the MDT.
- D. Participate in a rigorous evaluation design and application to measure the true impact of PEI when compared to what would have happened in the absence of PEI. As described in Subparagraph VII(M), the evaluation will be conducted through a random control trial under protocols developed by CDN.
- E. Compare data on families that successfully complete PEI to Child Abuse Registry data. This comparison is to be completed in six (6) month intervals.

IX. NON-DISCRIMINATION

- A. In the performance of this MOU, the Commission, CHS, 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.
- B. The Commission, CHS, CBO, and/or CDN ~~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.

C. The Commission, CHS, CBO and/or CDN ~~CBO~~ 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' ~~CBO's~~ compliance with Paragraph D et seq.

D. Non-Discrimination in Employment:

1. All solicitations or advertisements for employees placed by or on behalf of the Commission, CHS, CBO and/or CDN ~~CBO~~ shall state that all qualified applicants will receive consideration for employment without regard to 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. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

2. The Commission, CHS, CBO and/or CDN ~~CBO~~ 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. 8-3-23

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

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

E. Non-Discrimination in Service Delivery:

1. The Commission, CHS, CBO and/or CDN ~~CBO~~ 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 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) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 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 Nondiscrimination as each may now exist or be hereafter amended. The Commission, CHS, CBO and/or CDN ~~CBO~~ 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 D et seq.

2. The Commission, CHS, CBO and/or CDN ~~CBO~~ 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:

County 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

D. SSA, the Commission CHS, ~~and~~ 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.

- E. All records and information concerning any and all persons referred to the Commission, CHS, CBO and/or CDN ~~CBO~~ by SSA or SSA's designee shall be considered and kept confidential by the Commission, CHS, CBO, and/or CDN, the Commission, CHS, CBO and/or CDN's ~~CBO~~, ~~CBO's~~ staff, agents, employees and volunteers. The Commission, CHS, CBO and/or CDN ~~CBO~~ shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for the Commission, CHS, CBO and/or CDN ~~CBO~~ under this MOU to sign an agreement with the Commission, CHS, CBO and/or ~~CDN~~~~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 the Commission, CHS, CBO and/or ~~CDN~~~~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 the Commission, CHS, CBO, and/or ~~CDN~~ and as to the latter, only during such audit. The Commission, CHS, CBO and/or ~~CDN~~~~CBO~~ shall provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.
- A. The Commission, CHS, CBO and/or ~~CDN~~ ~~CBO~~ shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of said

State law may be guilty of a crime.

- F. The Commission, CHS, CBO and/or CDN agree ~~CBO agrees~~ that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.
- B. The Commission, CHS, CBO and/or CDN ~~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. The Commission, CHS, and/or 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. PUBLICITY

The Commission, CHS, CBO and/or CDN ~~CBO~~ 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, CHS, CBO's and/or CDN's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit the Commission, CHS, CBO and/or CDN ~~CBO~~ from publishing its role under

this MOU within the following conditions:

- A. The Commission, CHS, CBO and/or CDN ~~CBO~~ shall develop all publicity material in a professional manner; and
- B. During the term of this MOU, the Commission, CHS, 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.

XII. INDEMNIFICATION

The Commission, CHS, CBO and/or CDN ~~CBO~~ agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by the Commission, CHS, CBO and/or CDN pursuant to this MOU. If judgment is entered against the Commission, CHS, CBO, CDN and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, the Commission, CHS, CBO, ~~CDN~~~~CBO~~ and COUNTY 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, CHS and/or CBO agrees to purchase all required insurance at the Commission, CHS and/or 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. The Commission, CHS and/or CBO shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this agreement shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor.
- C. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this agreement. It is the obligation of Contractor 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 Contractor through the entirety of this agreement for inspection by County representative(s) at any reasonable time.
- D. The Commission, CHS, and/or CBO shall ensure that all subcontractors performing work on behalf of the Commission, CHS and/or CBO pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for the Commission, CHS and/or CBO.
- E. 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 zero (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 upon review of CONTRACTOR's current audited financial report.

F. If the Commission, CHS, and/or CBO fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

G. 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.

H. The policy or policies of insurance maintained by the Commission, CHS and/or CBO shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for	\$1,000,000 per occurrence

owned, non-owned and hired vehicles

Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

I. Required Endorsements:

1. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- b. A primary non-contributing endorsement evidencing that the Commission's, CHS and/or CBO's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. 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.

- K. 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.
- L. The Commission, CHS and/or CBO shall notify the 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's, CHS and/or ~~If~~ CBO's Professional Liability policy is a "claims made" policy, the Commission, CHS and/or CBO shall agree to maintain professional liability 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 insureds" clause (standard in the ISO CG 0001 policy).
- O. Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph XIX of this MOU.
- P. If the Commission, CHS and/or ~~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.
- Q. COUNTY expressly retains the right to require the Commission, CHS and/or 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.

- R. COUNTY shall notify the Commission, CHS and/or CBO in writing of changes in the insurance requirements. If the Commission, CHS and/or 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 the Commission, CHS, and/or CBO, 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, CHS and/or 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

The Commission, CHS, CBO and/or ~~CDN~~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 the Commission, CHS, CBO, ~~CDN~~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 the Commission, CHS, CBO and/or ~~CDN~~CBO arising from or related to services performed by the Commission, CHS, CBO and/or ~~CDN~~ under this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
- C. Any injury to an employee of the Commission, CHS, CBO and/or ~~CDN~~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

the Commission, CHS CBO and/or CDN CBO under the term of this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

XV. RECORDS

A. Client Records:

1. The Commission, CHS, and/or CBO 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 SSA.
2. All client records related to services provided under the terms of this MOU shall be retained by the Commission, CHS and/or CBO for a minimum of five (5) years from the date of termination ~~final payment~~ under this MOU or until all pending COUNTY, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this MOU, the Commission, CHS and/or CBO shall relinquish control with respect to client records to COUNTY in accordance with Subparagraph XXIII.B.

B. Public Records:

With the exception of client records or other records referenced in Paragraph X, 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. COUNTY will not be liable for any such disclosure.

XVI. PERSONNEL DISCLOSURE

- A. Where authorized by law, the Commission, CHS, CBO and 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 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 Agreement.
- B. Where authorized by law, the Commission, CHS, CBO and CDN shall conduct, at no cost to COUNTY, Child Abuse Central Index, U.S. Department of Justice National Sex Offender Website (www.nsopw.gov), Megan's Law Sex Offender Registry (www.meganslaw.ca.gov), and criminal record background checks on all employees and/or volunteers who provide direct services to clients under this Agreement. Candidates will satisfy background checks consistent with and comparable to those required for COUNTY employees with this Paragraph and their performance of services under this Agreement.
- C. The Commission, CHS, CBO and CDN warrants that all persons employed or otherwise assigned to provide services under this Agreement 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 Agreement. The Commission, CHS, CBO and CDN shall maintain records of background investigations and reference checks undertaken and coordinated for each employee and/or volunteer assigned to provide services under this Agreement for a minimum of five (5) years after the termination of this MOU.
- D. The Commission, CHS, CBO 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 Agreement, when such information becomes known to the Commission, CHS, CBO or CDN. SSA may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of

such determination in writing. The Commission, CHS, CBO or CDN's failure to comply with SSA's decision shall be deemed a material breach of this MOU.

- E. COUNTY has the right to approve or disapprove of all staff performing work hereunder and any proposed changes in staff.
- F. COUNTY shall have the right to require the Commission, CHS, CBO and CDN to remove any employee from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel.
- G. The Commission, CHS, CBO and CDN shall notify COUNTY immediately when staff is terminated for cause from working on this MOU.
- H. Disqualification, if any, of staff, shall not relieve the Commission, CHS, CBO and CDN of its obligation to complete all work in accordance with the terms and conditions of this MOU.

XVII. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

The Commission, CHS, CBO and/or ~~CDN~~^{CBO} 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, CHS, CBO and/or ~~CDN~~^{CBO} 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.

XVIII. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

XIX. NOTICES

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

SSA: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd,
Orange, CA 92868

The Commission, CHS, CBO and/or CDN:

Party:

~~CBO: CBO~~

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. SSA and the Commission, CHS, CBO and/or CDN may mutually agree in writing to change the addresses to which notices are sent.

XX. RESOLUTION OF CONFLICTS

For resolution of conflicts between SSA and the Commission, CHS, CBO and/or CDN ~~CBO~~ in regards to the provisions of this MOU, the following may be used:

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

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

XXI. CONFLICT OF INTEREST

- A. The Commission, CHS, CBO and/or CDN ~~CBO~~ 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, CHS, CBO, and/or ~~CDN's CBO's~~ employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.
- B. The Commission, CHS, CBO and/or ~~CDN's CBO'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.

XXII. POLITICAL ACTIVITY

The Commission, CHS, CBO and/or CDN agrees that the funds provided herein by any party in the PEI Agreement shall not be used to promote,

directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

XXIII. TERMINATION

- A. Either party 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. Exercise by either party of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Commission, CHS, CBO and/or CDN agrees ~~CBO agree~~ to cooperate with SSA in the orderly transfer of service responsibilities, active case records, and pertinent documents.
- C. The obligations of COUNTY under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CBO'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 modify this MOU, without penalty. The decision of SSA will be binding on CBO. SSA will provide CBO with written notification of such determination. CBO 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.

XXIV. 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 participant participating in this program, or any of the Commission, CHS, CBO and/or CDN's ~~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. The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

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

By: _____

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

Dated: _____

By: _____

Name
Title
Company Name

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

By: _____

Deputy

Dated: _____

EXHIBIT A

MEMBER CERTIFICATION OF
SOCIAL SERVICES AGENCY
PREVENTION AND EARLY INTERVENTION ~~DR-PATH 1~~ MULTIDISCIPLINARY TEAM

To: Orange County Social Services Agency
Children and Family Services
Attention: Prevention and Early Intervention (PEI) ~~Differential Response Path One~~
(~~DR-Path 1~~) Program Manager
840 N. Eckhoff
Orange, CA 92868

_____ hereby designates the following person as a member of
(Commission/CHS/CBO/CDN/MDT Member)
the Orange County Social Services Agency (SSA) ~~PEI DR-Path 1~~ multidisciplinary personnel
team (MDT):

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

Phone: _____

The above Commission/CHS/CBO/CDN/MDT member hereby certifies that it has provided training
to the above-designated person as required by Subparagraph VII.C.B and VIII.B of the
Memorandum of Understanding (MOU) between SSA and Commission/CHS/CBO/CDN/MDT member to
establish a MDT for PEI Services (#CPY1315~~DR-Path 1~~ (#CMS0515-00)).

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

Print Name Title: _____

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

_____ Dated: _____
MDT Member Signature

Print Name