

Riverside County Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive, 2nd Floor
Riverside, CA 92503

MEMORANDUM OF AGREEMENT: **DPSS-0005430**

AGENCY: **San Bernardino County, Children and Family Services**

MOA TERM: **Upon Execution through June 30, 2027**
with two (2) one-year renewal options through June 30, 2029

MAXIMUM REIMBURSABLE AMOUNT: **\$0.00**

WHEREAS, the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as “DPSS”), desires to enter into a Memorandum of Agreement (MOA) with San Bernardino County, a political subdivision of the State of California, on behalf of its Children and Family Services Department, (herein referred to as “AGENCY”). DPSS and AGENCY may be referred to herein collectively as the “Parties.”

WHEREAS, the Parties desire to establish a reciprocal agreement for the investigation of child abuse and neglect referrals associated with each other’s designated emergency transitional shelter facilities; and

WHEREAS, this MOA is to establish the authority to mutually share information related to child abuse and neglect referrals associated with each other’s designated emergency transitional shelter facilities; and

WHEREAS, the Parties shall collaborate, via liaisons from both Counties, in providing this service; and

NOW THEREFORE, DPSS and AGENCY do hereby covenant and agree they shall provide said services in accordance with the terms and conditions contained herein of this Memorandum of Agreement.

(Signature Page to Follow)

| | |
|--|--|
| Authorized Signature for Riverside County Department of Public Social Services (DPSS) | Authorized Signature for: San Bernardino County: |
| Printed Name of Person Signing: Charity Douglas | Printed Name of Person Signing: Dawn Rowe |
| Title: Director, DPSS | Title: Chair of the Board of Supervisors |
| Address: 4060 County Circle Dr. Riverside, CA 92503 | Address: 385 N Arrowhead Ave, San Bernardino, CA 92415 |

RIVERSIDE COUNTY

SAN BERNARDINO COUNTY

Charity Douglas, DPSS Director

▶ _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF
THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of
Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

APPROVED AS TO FORM
Minh C. Tran
County Counsel

BY: _____
Katherine Wilkins

Date: _____

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MOA TERMS AND CONDITIONS

I. DEFINITIONS

- A. "AGENCY" refers to San Bernardino County Children and Family Services.
- B. "CARES" refers to Community Access, Referral, Evaluation, and Support.
- C. "CDSS" refers to the California Department of Social Services.
- D. "CWS/CMS" refers to the Child Welfare Services/Case Management System.
- E. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this MOA.
- F. "Emergency transitional shelter" refers to a facility that provides temporary, transitional care to youth ages 0 to 17, while search efforts are underway to locate an appropriate placement based on the youth's needs and level of care required.
- G. "MOA" refers to this Memorandum of Agreement.
- H. "OHI" refers to Out-of-Home Investigations (OHI).
- I. "Referral" refers to the investigation of child abuse and neglect associated with designated emergency transitional shelter facilities.

II. OBJECTIVES

To establish a reciprocal agreement for the investigation of child abuse and neglect referrals associated with AGENCY's and DPSS's designated emergency transitional shelter facilities.

III. SCOPE OF SERVICE

A. ADMINISTRATIVE

1. CONFIDENTIALITY

AGENCY shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each Party shall ensure case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The Parties to this MOA shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to AGENCY shall be considered and kept confidential by AGENCY, its staff, agents, employees and volunteers. Before commencing the provision of any such services as required by this MOA, AGENCY shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this MOA 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.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

The Parties shall ensure no person shall publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOA and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOA of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

2. ASSIGNMENT

AGENCY and DPSS shall not assign any interest in this MOA, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

3. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Parties shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon AGENCY as though made with AGENCY directly.

4. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If AGENCY is a "mandated reporter" in the state of California, AGENCY understands and acknowledges their responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11163.6; 11164 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter," AGENCY shall establish a procedure to ensure all employees, volunteers, consultants, subcontractors or agents performing services under this MOA receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training shall comply with the applicable Penal Code & Welfare Institutions Code sections.

IV. GENERAL

A. EFFECTIVE PERIOD

This MOA is effective upon execution and shall remain in effect through June 30, 2027, with two (2) one-year renewal options through June 30, 2029, unless terminated in accordance to the terms included herein. The Terms and Conditions set forth in this MOA may be extended for subsequent fiscal years, not to exceed a total of five years, upon mutual written consent of the Parties.

B. RECORDS, INSPECTIONS, AND AUDITS

1. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOA, shall be subject to inspection and test by DPSS or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting AGENCY's performance through any combination of on-site visits, inspections, evaluations, and AGENCY self-monitoring. AGENCY shall cooperate with any inspector or DPSS representative reviewing compliance with this MOA and permit access to all necessary locations, equipment, materials, or other requested items.
2. Any authorized county, state or federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as DPSS.
3. If AGENCY disagrees with an audit, AGENCY may employ a Certified Public Accountant (CPA) to prepare and file with DPSS its own certified financial and compliance audit. AGENCY shall not be reimbursed by DPSS for such an audit regardless of the audit outcome.
4. AGENCY shall establish sufficient procedures to self-monitor the quality of services/products under this MOA and shall permit DPSS or other inspector to assess and evaluate AGENCY's performance at any time, upon reasonable notice to AGENCY.

C. SUBCONTRACTS

1. AGENCY shall not enter into any subcontract with any subcontractor who:
 - a. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - b. Has within a three-year period preceding this MOA been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. Has within a three-year period preceding this MOA had one or more public transactions (federal, state or local) terminated for cause or default.
2. AGENCY shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
3. AGENCY shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this MOA.
4. Nothing contained in this MOA shall create a contractual relationship between any subcontractor or supplier of AGENCY and DPSS.

D. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Agency: Children and Family Services
31 W. Stuart Avenue
Redlands, CA 92374

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this MOA, addressed in any other fashion will not be acceptable.

E. DISPUTES

Except as otherwise provided in this MOA, any dispute concerning a question of fact arising under this MOA, which is not disposed by this MOA, shall be disposed as follows.

There will be three (3) phases of Dispute Resolution and they are as follows:

1. Phase 1

This phase of dispute resolution shall be called "Phase 1 Informal Resolution," and will be conducted between the DPSS liaison and AGENCY liaison using this MOA and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

2. Phase 2

This phase of dispute resolution shall be called "Phase 2 Formal Resolution," and will be between the Managing Director of DPSS and/or their designated Assistant Director of DPSS and the Assistant Director of AGENCY or designee. This incident must be written as note to file.

3. Phase 3

This phase of dispute resolution shall be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of DPSS and the Director of AGENCY.

F. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOA, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both Parties.

G. TERMINATION

This MOA may be terminated without cause by either Party by giving thirty (30) days written notification to the other Party. Investigations already initiated at the time of termination shall be completed unless otherwise agreed.

H. SIGNED IN COUNTERPARTS

This MOA may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all counterparts together shall constitute a single MOA.

I. ELECTRONIC SIGNATURES

Each party of this MOA agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOA. The Parties further agree the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

J. ENTIRE MOA

This MOA constitutes the entire MOA between the Parties hereto with respect to the subject matter hereof, and all prior or contemporaneous MOAs of any kind or nature relating to the same shall be deemed to be merged herein.

K. GOVERNING LAW. Governing law shall be the State of California.

L. INSURANCE. AGENCY and DPSS are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this MOA.

M. INDEMNIFICATION. Each Party agrees to indemnify, defend (with counsel approved by the other ("Indemnitee")) and hold harmless the other and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOA, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnitee on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this MOA, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

OBJECTIVE: The objective of this MOA is to establish a reciprocal agreement for the investigation of child abuse and neglect referrals associated with AGENCY's and DPSS's designated emergency transitional shelter facilities. WIC § 827(a)(1)(H) permits DPSS and AGENCY to share child welfare information with other members of child protective services agencies as outlined in 11165.9 of the Penal Code.

A.1 DPSS RESPONSIBILITIES

DPSS shall:

- A. Assign staff to serve as a liaison and program coordinator between DPSS and AGENCY.
- B. Conduct child abuse and neglect investigations originating from AGENCY's designated emergency transitional shelter.

A.2 AGENCY RESPONSIBILITIES

AGENCY shall:

- A. Assign staff to serve as a liaison and program coordinator between AGENCY and DPSS.
- B. Conduct child abuse and neglect investigations originating from DPSS' designated emergency transitional shelter.

A.3 BOTH PARTIES RESPONSIBILITIES

- A. Complete all referral protocols immediately after the hotline receives the initial report of needed investigation or within twenty-four (24) hours.
- B. Send referrals to other Party.
- C. Receive referrals from other Party.
 1. Generate referral and complete the e-transfer protocol.
 - a) E-transfer protocol shall ensure oversight and tracking of referral.
 2. Call other Party's child abuse hotline and provide a verbal notification that a referral has been electronically transferred.
- D. Investigation standards:
 1. Shall be conducted in accordance with applicable California Department of Social Services (CDSS) regulations, child welfare best practices, and the policies and procedures of the investigating agency including, but not limited to, cross reporting to law enforcement and Community Care Licensing when applicable.
- E. Grant the investigating Party access to relevant shelter records, staff, children/youth, and facilities as necessary to carry out the investigation.

F. Reporting:

1. Upon completion of each investigation, the investigating Party shall email the home Party's Out-of-Home Investigations (OHI) and hotline managers.
 - a) Email shall not include case-specific information.
 - b) Email subject line shall include the special project code.
 - c) Email body shall include the referral number and disposition.
 - d) No attachments shall be included.

G. Elevation and Consultation:

1. Immediate consultation between Parties' Deputy Directors responsible for transitional shelter oversight shall occur in instances including, but not limited to, the following: (a) an immediate need exists for removal of a youth from the transitional shelter; (b) law enforcement intervention, or (c) a need for Human Resources investigation pertaining to the transitional shelter staff.