

ORIGINAL

INFORMATION SHARING
MEMORANDUM OF UNDERSTANDING

Between

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

And

SENECA FAMILY OF AGENCIES

**MEMORANDUM OF UNDERSTANDING
(M.O.U.)**

I. DECLARATION

This agreement is entered into by and between the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES** hereinafter referred to as **COUNTY**, and **SENECA FAMILY OF AGENCIES**, hereinafter referred to as **SENECA**, for the purpose of coordinating an information sharing agreement. The purpose of this agreement is to clearly define Seneca's access to confidential information for the provision of services and to promote family engagement on behalf of children involved in the child welfare system.

II. BACKGROUND

The Seneca Center was founded in 1985 in order to effectively meet the needs of children in group homes and foster family care. The Monterey County Kinship Center was founded in 1984 and specialized in adoption, foster care, family-based services, mental health care, and post-graduate training for parents and professionals. In 2011, the Kinship Center merged with The Seneca Center, which formed Seneca Family of Agencies (Seneca). Seneca is a nonprofit agency located throughout California that provides community-based and family-focused treatment services for children and families. In Monterey County, Seneca offers a variety of programs including adoption services, therapeutic foster care, mental health services, relative care support, Family Finding, Wraparound services, and education for parents and professionals.

Monterey County Family and Children's Services (MCFCS) offers child protective services, foster care services, and adoption services to children and youth in Monterey County. The mission of Family and Children's Services is to prevent the occurrence of child abuse and neglect with a goal of keeping children and youth safe and within the protection of a permanent family. MCFCS has implemented the Core Practice Model (CPM) framework to guide practice, service delivery, and decision-making. CPM promotes collaborative interactions with clients, offers a standard of practice to better understand and engage families, and ensures accountability.

The County contracts with Seneca to provide services to children, youth, and families involved in the child welfare system that include, but are not limited to, Family Finding, Child and Family Team (CFT) meeting facilitation, and family evaluations for Resource Family Approval. These services align with the CPM by promoting family participation, engagement, and connection.

There are federal and state regulations that allow for the sharing of confidential child welfare information between agencies. The Child Abuse Prevention and Treatment Act (CAPTA)

requires states to provide certain otherwise confidential child abuse and neglect information to any federal, state, or local government entity or any agent of such entity, that has a need for such information in order to carry out its responsibilities under the law to protect children from abuse and neglect. Authorized recipients of confidential child abuse and neglect information are bound by the same confidentiality restrictions as the child protective services agency. Welfare and Institutions Code (WIC) allows a case file to be inspected by: members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor (WIC section 827(a)(1)(K)) and any other person who may be designated by court order of the judge of the juvenile court upon filing a petition (WIC section 827(a)(1)(Q)). In addition, to promote more effective communication needed for the development of a plan to address the needs of the child or youth and family, a person designated as a member of the child and family team may receive and disclose relevant information and records, subject to the confidentiality provisions of state and federal law (WIC section 832(a)(1)).

The purpose of the Memorandum of Understanding is to outline how Monterey County will share confidential child welfare services with Seneca as specified by any of the applicable federal and state statutes.

III. SCOPE OF SERVICES

Seneca Family of Agencies agrees to:

1. Provide intensive child/youth permanency services, for an agreed upon number of youth at any point in time, including:
 - Family Finding (including but not limited to case mining, internet searches and tools, genograms, mobility mapping, eco-mapping, and contacting identified family members)
 - Training and technical assistance on the Family Finding model developed by Kevin Campbell for Seneca and DSS staff.
 - Support services
 - Family connection and engagement (including but not limited to birth family work, sibling visitation, and preparation of family to meet the needs of the child/youth).
 - Child and Family Team (CFT) participation and facilitation of meetings to emphasize permanency
 - Planning for lifelong connections
 - Emotional/mental health supports
 - Age appropriate life skills coaching and development
2. Designate a Project Manager to oversee and coordinate project development and implementation.
3. Hire, supervise, and evaluate staff qualified to implement Family Finding, CFT, and

follow-up services to youth involved in the dependency system.

4. Conduct and document full review of a child's folder within a timeframe specified by the contract Scope of Services.
5. Conduct and document a comprehensive search to locate family, near-kin and/or significant people as needed.
6. Access documents within CWS/CMS and the child's case file for the sole purpose of meeting the contracted needs of the child/youth. Seneca shall not view, copy, or duplicate the following in any form:
 - psychological evaluations
 - medical records and reports
 - medical correspondence with doctors, psychologists, psychiatrists, and other medical professionals
 - evidentiary reports
 - California Health and Disability Program (CHDP) documentation
 - medical/dental exam verifications
 - any other prohibited documentation identified by Monterey County FCS
7. Utilize best practices in preparing the youth to live in a permanent home.
8. Provide consistent and appropriate referrals to services.
9. Provide County social workers with information and access needed to meet the needs of the child/youth.
10. Contact child/youth's therapist to consult on best approach to initiate meeting new family members and supportive adults.
11. Maintain communication with located and previous family members and/or significant others to assess the potential benefit of contact with the child/youth, interests of child/youth, and appropriateness of contact.

The Department of Social Services agrees to:

1. Designate a Project Manager/Analyst to liaison with Seneca.
2. Facilitate County participation in related trainings, meetings, and collaboration.
3. Identify child/youth for referral to Seneca.
4. Allow Seneca's Engagement/Family Search Liaisons access to each child/youth's dependency, legal, and services files for the purpose of identifying family members

and/or significant others to begin or re-establish communication with the child/youth.

5. Provide Seneca with access to CWS/CMS and case files for case mining.
6. Add a special projects code to CWS/CMS to track Seneca cases.
7. Identify agreement components around information sharing for all contracts with Seneca.
8. Embed the values of CPM including engagement, inquiry/exploration, advocacy, teaming, accountability, and workforce development/support into standard agency practice.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

SENECA shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the SENECA's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "SENECA's performance" includes SENECA's action or inaction, and the action or inaction of SENECA's officers, employees, agents and subcontractors.

B. INSURANCE PROVISIONS

1. Evidence of Coverage:

Prior to commencement of this Agreement, SENECA shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, SENECA upon request shall provide a certified copy of the policy or policies. SENECA shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of SENECA.

2. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current "Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY's Purchasing Manager.

3. Insurance Coverage Requirements: Without limiting SENECA's duty to indemnify, SENECA shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date SENECA completes its performance of services under this Agreement. Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for SENECA and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of SENECA 's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by SENECA's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the COUNTY, SENECA shall file certificates of insurance with the COUNTY's contract administrator and COUNTY's Contract/Purchasing Division, showing that SENECA has in effect the insurance required by this Agreement. SENECA shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change any terms of this agreement, which shall continue in full force and effect.

SENECA shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify SENECA and SENECA shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by SENECA to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: SENECA and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by SENECA from access to any such records, and from contact with its clients and complainants, shall be used by SENECA only in connection with its conduct of the program under this contract. COUNTY, through the Director of the Department of Social & Employment Services, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

Information Technology Security: SENECA shall take reasonable steps to keep any digital data or records retrieved from the CWSCMS application in a secure fashion, applying technical controls where appropriate including but not limited to the application of data encryption at rest and while is in transit, system and application security patches, and a systematic review of system security and access logs. SENECA further agrees to secure the access accounts to any digital CWSCMS components properly secured and shall promptly notify the COUNTY shall they discover any abuse, intrusion, or loss of CWSCMS digital data records.

Maintenance and Availability of Records: SENECA shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and

shall furnish such reports and records to COUNTY, and to the state and federal governments, upon request.

Retention of Records: SENECA shall maintain and preserve all records related to this M.O.U. (and shall assure the maintenance of such records in the possession of any third party performing work related to this M.O.U.) for a period of five (5) years from the date of final payment under this contract. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this contract is resolved.

D. TERM

This agreement shall commence effective the date signed by both parties and remain in full force and effect, unless terminated as provided herein. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party. This agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of all parties.

E. FISCAL

There are no fiscal provisions associated with this no cost agreement.

V. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

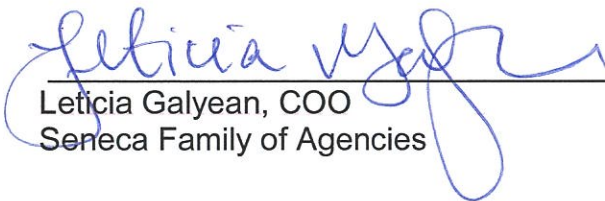
Lori Medina
Director
Department of Social Services
1000 South Main Street, Suite 301
Salinas, CA 93901-2353

Carol Bishop
Executive Director
Kinship Center, Seneca
124 River Road
Salinas, CA 93908

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

BY _____ Date _____
Lori Medina, Director
Department of Social Services

BY  _____ Date 10/21/2019
Leticia Galyean, COO
Seneca Family of Agencies

APPROVED AS TO FORM:

 _____
Deputy County Counsel

11-1-19
Date

APPROVED AS TO FISCAL TERMS:

 _____
Auditor-Controller

11-4-19
Date