

ORIGINAL

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY
AND
COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the County of Monterey (County) and Community Hospital of the Monterey Peninsula (Hospital) to ensure compliance with Penal Code section 11165.13 and Health and Safety Code sections 1255.7 regarding substance-exposed infants and Safely Surrendered Infants.

The purpose of this MOU is also to establish a cooperative working relationship between Hospital and County, develop interagency treatment strategies to ensure maximum coordination with existing community resources, avoid duplication of efforts, and provide joint maximum support and assistance to our patients/clients by formalizing a multi-disciplinary team meeting. The participant membership may include, but, is not limited to physicians, social workers, Family and Children's Services (FCS) workers, Public Health staff and Hospital staff. The participating members shall provide assessments, reviews and documentation of treatment case management of patients/clients where there is an issue of suspected abuse or neglect or where there is reasonable cause to believe that the issue of abuse or neglect rises to the threshold of required mandated reporting.

II. PROCESS

The Multi-disciplinary meeting shall be known as the *Suspected Child Abuse and Neglect* (SCAN) Team. The Director of Social Services from the Hospital will provide members from their social work staff or any other medical discipline as appropriate and the County Department of Social Services FCS Supervisor will select the County member(s) of this team. Public Health may provide a PHN member. Alternates may be utilized as necessary and appropriate.

The Multi-disciplinary team will meet at the hospital site on a date and time and at a frequency that is mutually acceptable to all parties. Any team member will have the opportunity to present a client/patient to this team for the purpose of identifying areas of abuse and neglect, developing a strategy to respond to those areas, and clarifying which entity will have responsibility for initiating and tracking proposed solutions. Information presented in the SCAN meetings is for coordination and planning purposes only and does not absolve Hospital staff from their own responsibility and duty as a Mandated Reporter outlined in Penal Codes 11165.7, 11166 and 11167.

For control of confidentiality, both Hospital and County are responsible for their own case notes and record keeping. Records of SCAN meetings will only be available to those individuals directly involved in the planning and implementation process. SCAN members may consult with each other and share information outside the regular meetings

regarding cases of potential abuse or neglect in an effort to coordinate assessment and services as outlined in Welfare and Institutions Code Section 18986.40 and 18986.46. If no SCAN team member from FCS is available, the FCS supervisor shall consult and share information as needed with other SCAN members.

The Hospital will chair the meeting and will be responsible for completing any tracking or accountability forms required by Hospital. The County member will be responsible for reporting back to the County FCS Supervisor and their own internal documentation.

III. REFERENCES

Welfare and Institutions Code Section 18986.40 (Multidisciplinary Service Team)
Welfare and Institutions Code Section 18986.46 (Disclosure of Information)
Penal Code 11165.13 (Duty to assess maternal substance abuse at the time of delivery of an infant)
Penal Code 11165.7 (Mandated reporter)
Penal Code 11166 (Duty to report)
Penal Code 11167 (Confidentiality of Mandated Reporter)
Health and Safety Code 1255.7 (Safely Surrendered Infant)

IV. DUTIES AND RESPONSIBILITIES

- A. With respect to Penal Code section 11165.13, the Hospital agrees to:
1. Develop an internal procedure or protocol which insures that any infant born at Hospital or brought to Hospital immediately after birth, who is believed to have been substance exposed prenatally, is assessed.
 2. Determine in the assessment the risk to the newborn upon release from Hospital and the corresponding level of services and intervention, if any, necessary to protect the newborn's health and safety.
 3. Identify needed services for the child, mother, or family including when applicable, services to assist the mother caring for her child and services to assist in maintaining children in their homes.
 4. Initiate referrals to the County FCS for those infants whose risk indicate the possible need for child welfare services.
 5. Initiate referrals to the County Health Department when an assessment by the Hospital staff indicates the infant and/or mother is at risk and may require Public Health follow up.
 6. Initiate referrals to other health and/or social services programs as may be indicated by the needs assessment.
- B. With respect to Penal Code section 11165.13, County, through FCS, agrees to:
1. Receive referral and determine if the facts in the referral warrant an in-person response and if so conduct a child welfare assessment of infants and their parent(s) and families upon referral by Hospital and develop a service plan, if indicated, based upon that assessment.
 2. Provide services according to the child welfare service plan. Such services may include, but are not limited to emergency response, family maintenance, and family

reunification services.

C. With respect to Penal Code section 11165.13, County, through Department of Health, agrees to:

1. Complete a physical assessment on infants referred by Hospital after discharge from the hospital
2. Provide teaching on issues related to child care, immunizations, safety, feeding, family planning and infant resuscitation.
3. Provide clients with referrals and networking for community resources.
4. Provide for periodic follow-up as needed.

D. With respect to Health and Safety Code section 1255.7, Hospital agrees to:

1. Develop an internal procedure or protocol to include:
 - a. Designation of those employees who are authorized to accept physical custody of an abandoned newborn as defined in Health and Safety Code section 1255.7.
 - b. Placing an identification ankle bracelet on the newborn and making a good faith effort to give that identification information to the person surrendering the newborn.
 - c. Maintain anonymity of the person surrendering the newborn.
 - d. Making a good faith effort to obtain a family medical history.
 - e. Providing a medical screening evaluation and any necessary medical care to the newborn.
 - f. Notification of FCS as soon as possible but no later than 48 hours after taking custody of the newborn.
 - g. Returning the newborn to the person providing the matching identification band in the event the person returns to the hospital to reclaim the newborn prior to the arrival of FCS unless caretaker incapacity, or abuse or neglect of the newborn is suspected.

E. With respect to Health and Safety Code section 1255.7, County, through FCS, agrees to:

1. Assume immediate temporary custody of the newborn.
2. Investigate the circumstances of the case.
3. Conduct an immediate emergency response assessment when the person who surrendered the newborn returns to the hospital to reclaim the newborn and the Hospital suspects caretaker incapacity, abuse or neglect of the newborn.
4. Take appropriate action.

F. With respect to birth notifications, County, through FCS, agrees to:

1. Initiate referrals to the Hospital for those newborns whose risk indicates the possible need for child welfare services
2. Utilize the "Hospital Birth Notification Request" form noting the status and risk factors for the newborn.

G. With respect to birth notifications, Hospital agrees to:

1. Initiate referrals to County FCS on newborns with 'birth notifications' on file
2. Provide additional risk factors when identified by Hospital staff

V. GENERAL PROVISIONS

- A. This MOU supersedes the MOU executed on September 17, 2010. This MOU becomes effective when signed by all parties and will remain in effect unless modified or terminated as provided for in this Section V.
- B. This MOU will be modified to accommodate relevant changes in statutes or regulations. Such modification will be in writing and signed by all parties. Any party may request a modification review with 30 days written notice to the other parties.
- C. This MOU may be terminated by any party with 30 days written notice to the other parties.
- D. Hospital and County and their respective employees and staff shall comply with all applicable requirements for confidentiality and privacy that apply to the information and communications obtained pursuant to this MOU.

Community Hospital of the Monterey Peninsula:

Terril Lowe 6/22/16
Signature Date
Terril Lowe, RN, Vice President Nursing

Monterey County Department of Health:

Signature Date
Elsa Jimenez, Interim Director of Health

Monterey County Department of Social Services:

Signature Date
Elliott Robinson, Director of Social Services

County Counsel:

AB Sept 8, 2016
Signature Date
Juan Rodriguez, County Counsel