

ORIGINAL

NON-FINANCIAL

MEMORANDUM OF UNDERSTANDING #783-M0810

Between

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES

And

ALPINE COUNTY

Regarding

ADOPTION SERVICES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between El Dorado County, a political subdivision of the State of California, and Alpine County, a political subdivision of the State of California for the purpose of setting forth each agency's role and responsibilities relative to providing adoption services for children from Alpine County;

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 16100 et seq., the El Dorado County Department of Human Services is a licensed county adoption agency with authority to provide adoptive services within El Dorado County and can be licensed to provide such services in other counties; and

WHEREAS, El Dorado County personnel shall have the same but separate status in Alpine County as Alpine County personnel when acting pursuant to this MOU; and

WHEREAS, El Dorado County will provide adoption services for Alpine County as provided hereunder; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

NOW THEREFORE, El Dorado County and Alpine County mutually agree as follows:

ARTICLE I
Scope of Services

Alpine County Responsibilities:

1. Provide, or arrange, for the provision of services for children in placement as identified in the case plan (pursuant to CDSS Manual of Policies and Procedures (MPP) Division 31, Section 31-310.1) until completion of adoption.
2. Provide for the payment of the Adoption Assistance Program (AAP) when eligible for the program, as determined by El Dorado County.
3. Assume all financial responsibility for determinations regarding foster care and special care increments.
4. Provide for the expense of psychologists and/or psychiatrists to study and evaluate children when needed to determine their suitability for adoption.
5. Provide for the expense of psychologists and/or psychiatrists to study and evaluate the competence of birth parents who want to relinquish their rights, if their competence is in question.
6. Provide for the expense of necessary placement rates when a child requires special care.
7. Provide counseling services to natural parents to make known to them the alternatives to relinquishment prior to referral for adoption planning.
8. Provide steps necessary to ensure that information concerning the adoption program and services provided pursuant to this MOU shall be distributed throughout Alpine County.
9. Advise the Court and all local physicians, attorneys, appropriate public officials, and other professional persons that El Dorado County adoptions workers shall have the same but separate status in Alpine County as Alpine County personnel have when El Dorado County personnel are acting in either County pursuant to the terms and conditions provided in this agreement.

10. Accept any Alpine County child from El Dorado County whose adoptive plan has been disrupted or failed, who has been placed in a prospective adoptive home, and who is to be returned from adoption planning to foster care.
11. Maintain the primary assignment of the child on the Child Welfare Services/Case Management System (CWS/CMS).
12. Retain legal responsibility for any child for whom a relinquishment has been taken until the child is either adopted, dies, or reaches the legal age of maturity.
13. All applicable CDSS MPP Division 31 requirements shall be met by Alpine County prior to referring cases to El Dorado County for adoption services and continue during co-management of cases.

El Dorado County Responsibilities:

1. Conduct adoption assessment and planning for referred children adjudicated as dependents of Alpine Superior Court, including services to natural parents regarding adoption planning for children and the study and approval of homes of applicants for adoptive placement, all of which may be subcontracted out to private entities.
2. Utilize available media resources through the California Department of Social Services (CDSS) (e.g. California Kids Connection, etc.) to recruit adoptive parents.
3. Receive payment from the California Department of Social Services for Alpine County's adoption cases. Payment will be based on annual reports submitted by El Dorado County as well as case information available to the California Department of Social Services on the Child Welfare Services Case Management System.
4. Select and supervise adoption staff.
5. Receive separate, but equal, standing as a party to the case during Court proceedings with legal representation on behalf of dependent children that have been accepted for study by Alpine County.
6. Maintain all adoptions case records, information, and material in confidential, locked files.
7. Continue adoption planning until contraindicated.

Mutual Responsibilities:

1. Establish a collaborative relationship between Alpine County and El Dorado County for the handling of adoptions cases.
2. Cooperate in the sharing of information and co-management of Alpine County adoptions cases.
3. Follow the regulations of CDSS MPP Title 22, Division 2, Subchapters 1-9, Sections 35000-35409.
4. Maintain confidentiality of all information exchanged.
5. All County documents, identification cards, notices of action, checks, and warrants shall bear the name of the originating County.

6. Each County shall have the right to represent itself as a separate party in Court and may not speak on behalf of the other County, unless mutually agreed upon in advance.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall automatically renew for successive one-year terms, from year to year thereafter unless terminated according to the terms of this Agreement.

ARTICLE III

Compensation for Services: There shall be no remuneration associated with this Agreement.

ARTICLE IV

Changes to Agreement: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the MOU reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy:** This MOU, at the option of El Dorado County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Alpine County.
- C. **Ceasing Performance:** Either party may terminate this MOU in the event other party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice to the other party for any reason. If

such prior termination is effected, the noticing party will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to the other party, and for such other services, which the noticing party may agree to in writing as necessary for contract resolution. In no event, however, shall the noticing party be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, the receiving party shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, El Dorado County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado County shall be addressed as follows:

EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

or to such other location as El Dorado County directs.

Notices to Alpine County shall be addressed as follows:

COUNTY OF ALPINE
75-A DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
ATTN: CINDY HANNAH

or to such other location as Alpine County directs.

ARTICLE VII

Indemnity: Alpine County shall defend, indemnify, and hold El Dorado County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, El Dorado County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Alpine County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado County, Alpine County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of El Dorado County, its officers and employees, or as expressly proscribed by statute. This duty of Alpine County to indemnify and save El Dorado County harmless includes the duties to defend set forth in California Civil Code Section 2778.

El Dorado County shall defend, indemnify, and hold Alpine County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Alpine County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the El Dorado County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Alpine County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Alpine County, its officers and employees, or as expressly proscribed by statute. This duty of El Dorado County to indemnify and save Alpine County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE VIII

Interest of Public Official: No official or employee of El Dorado County who exercises any functions or responsibilities in review or approval of services to be provided by Alpine County under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of El Dorado County have any interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE IX

Administrator: The El Dorado County Officer or employee with responsibility for administering this MOU is DeAnn Osborn, Staff Services Analyst, Department of Human Services, or successor.

ARTICLE X

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XI

Partial Invalidity: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XII

Venue: Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Alpine County waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIII

Confidentiality: The parties hereto shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any client. The parties shall not use such information for any purpose other than carrying out their obligations under this MOU. All requests for disclosure of such information not emanating from the client shall be promptly transmitted to the other party. A party shall not disclose, except as otherwise specifically permitted by this MOU or authorized by the client, any such information to anyone other than the other party, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph.

If a party receives any individually identifiable health information (“Protected Health Information” or “PHI”) or creates or receives any PHI on behalf of the other party, the party shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder.

ARTICLE XIV

Entire Memorandum of Understanding: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

Requesting Contract Administrator Concurrence:

By:  Dated: 4/10/08
DeAnn Osborn, Staff Service Analyst
Department of Human Services

Requesting Department Head Concurrence:

By:  Dated: 4/14/08
Doug Nowka, Director
Department of Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this MOU the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

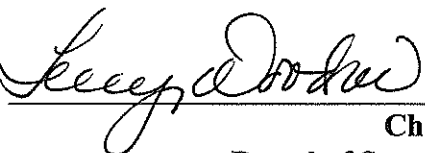
Chairman
Board of Supervisors
El Dorado County

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- COUNTY OF ALPINE --

Dated: 5.6.08

By: 

Chairman
Board of Supervisors
Alpine County

ATTEST:
Clerk of the Board of Supervisors

By:  Dated: 5.6.08
Deputy Clerk

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