

Memorandum of Understanding

Re: Court Appointed Special Advocates

Between: This Memorandum of Understanding (the MOU) between Nevada County Health & Human Services Agency Child Welfare Services (CWS) program and where appropriate the County of Nevada (the County), and the Child Advocates of Nevada County, Court Appointed Special Advocates (CASA) program, a non-profit corporation, (“the Parties”) shall become effective on the date at which all parties have executed this MOU, and continue, unless terminated by any of the Parties with 30 days written notice to all parties.

Term: Renewal every three years

THE PARTIES AGREE AS FOLLOWS:

I. ROLES AND RESPONSIBILITIES OF THE CASA VOLUNTEER AND THE CWS SOCIAL WORKER

Objective: To ensure quality representation for the best interest and well-being of the child, the partnership between the CASA advocate and the social worker shall be structured to facilitate communication, collaboration, and a commitment to work effectively. At the same time, each is a parallel resource for the court to consider in its decision to serve the best interest of each child.

- A. An advocate is an Officer of the Court and is bound by these rules. Each advocate shall be sworn in by a Superior Court judge/commissioner before beginning his/her duties and shall subscribe to the written oath set forth in the Superior Court of California, County of Nevada County Local Rules of Court. The signed affirmation of the court-administered oath must be retained in the volunteer’s personnel file at the program’s office. CASA advocates must comply with California Rules of Court, rule 5.655 (f) & (g) and with the Superior Court of California, County of Nevada Local Rules of Court 6.02.2 through 6.02.11, which outlines the duties and responsibilities of the CASA advocate under the supervision of the CASA case manager including:
1. to establish and maintain a supportive relationship with the minor or non-minor dependent;
 2. to gather information regarding the minor or non-minor dependent’s situation and perspective;
 3. to inquire into the various aspects of the minor or non-minor dependent’s life affecting personal growth, happiness and well-being, including the review of relevant records and reports;
 4. to identify, explore, and advocate for potential resources which will enhance the minor or non-minor dependent’s living situation, facilitate family preservation or reunification, or assist with appropriate permanency planning;
 5. to report findings to the court, when appropriate or as requested, communicating with the court whenever necessary;
 6. to advocate for the minor or non-minor dependent in order to ensure representation of the minor or non-minor dependent’s best interests;

7. to participate in court-related conferences and attend appropriate court proceedings concerning the minor or non-minor dependent, including the giving of pertinent testimony as warranted and appropriate;
8. to establish and maintain a coordinated and cooperative sharing of information with the minor or non-minor dependent's attorney to ensure that each is fully informed regarding the minor or non-minor dependent's situation and desires;
9. to establish and maintain a coordinated and cooperative sharing of information with the minor or non-minor dependent's social worker in order to ensure that each is fully informed regarding the minor or non-minor dependent's situation and desires;
10. to encourage public systems to make appropriate and timely intervention and to provide full and appropriate services to the minor or non-minor dependent which support implementation of the case plan; and
11. to monitor the progress of the minor or non-minor dependent's case for the purpose of ensuring that the case plan and court orders are followed and implemented in a manner consistent with and in furtherance of the minor or non-minor dependent's welfare and best interests.
12. If the appointment is pre-jurisdictional, the duties of the child's advocate are limited to supporting the child and advocating for needed services. The advocate shall not investigate jurisdictional issues.

B. Roles and Responsibilities of the CWS social worker, under the supervision of the unit supervisor, include:

1. Assumes responsibility for child protection; identifies problems or risk factors which must be addressed in order for the child to remain/return home; plans a course for treatment; initiates a Family Service Plan; and coordinates appropriate service referrals;
2. Orients CASA to the case by meeting with them, sharing case information, and providing access to the case file;
3. Completes the Family Service Plan (FSP) and provides copies of each completed plan to CASA;
4. Notifies the CASA volunteer of any changes in address, phone number, or household composition of parents or child;
5. Maintains regular contact with CASA volunteer regarding case-specific issues;
6. Provides access to and copies as requested of disclosable documentation on a case in a timely manner to CASA and notices of all hearings;
7. Ensures hearings are scheduled as mandated or ordered and that all parties are notified in advance;
8. Informs the CASA volunteer of plans to change the goal or placement of a child and requests a case conference as necessary;
9. Notifies CASA of runaway status within 24 hours of notification of incident;
10. Invites the CASA to attend Team Staffing Meetings to discuss the child when CWS deems appropriate.

II. COLLABORATIVE RESPONSIBILITIES OF THE PARTICIPATING ENTITIES

Objective: To delineate the shared and individual responsibilities of the participating entities; to promote positive relationships; and to implement systems for evaluation and improvement of the dependency system.

- A. The CWS program manager or designee and CASA program director shall meet bi-monthly to assess the working relationship and address any concerns.
- B. The respective parties shall facilitate interactions between all participants to explore and resolve areas of disagreement.
- C. CASA and CWS recognize these important goals of the dependency system:
 1. Providing protection and representation for children and non-minors who are wards and/or dependents of the Court;
 2. Providing a full array of social and health services necessary for the child or non-minor dependent and family, and providing intervention geared towards the prevention of recurring abuse of children;
 3. Preserving the family as a unit when such is in the best interest and well-being of the child, and/or pursuing other permanency options when that is in the best interest of the child, within the framework required by law;
 4. Paramount is the goal to ensure safe, nurturing, and most importantly, permanency for the child, either through family reunification, adoption, or long-term foster care in a timely manner.

To this end, CWS shall support CASA's adherence to the requirements of California Rules of Court, rule 5.655, including:

- A. Provide professional staff.
- B. Help train CASA volunteers (i.e. participate as a guest speaker during the twice yearly training session).
- C. Cooperate with CASA upon receipt of the court referral to CASA, including orientation of CASA to the case, providing access to the case files, provision of copies of reports and documents as issued.
- D. Notify CASA volunteer of all hearings and team staffing on cases referred to CASA.

CWS will support CASA policies for:

- A. Transportation by car of their assigned child(ren) for outings and appointments. CASAs must be in compliance with CASA program requirements which include possession of a valid and current driver's license, participation in the CA DMV Pull Program, proof of auto insurance that meets minimum state personal automobile insurance requirements, a signed CASA program Transportation Policy.
- B. Taking photos of their assigned child(ren). CASAs must comply with the CASA program Photo Policy guiding the purpose, use, distribution, storage, and destruction of the photos after case closure.

In the event a CASA volunteer is transported by a CWS social worker in a County vehicle, CASA is bound by the Authorization and Release. Each CASA volunteer will be required to sign an Authorization and Release in order to be transported in a County vehicle (see attached as Exhibit D).

III. ADDITIONAL PROVISIONS/EXHIBITS:

- A. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or

omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

THIS SECTION SHALL NOT APPLY TO THE ACTIVITIES DESCRIBED IN APPENDIX D BELOW. BY SIGNING THE AUTHORIZATION AND RELEASE IN APPENDIX D, INDIVIDUAL CASA VOLUNTEERS AGREE TO HOLD HARMLESS AND RELEASE COUNTY OF NEVADA AND CHILD WELFARE SERVICES ET AL OF ALL CLAIMS THAT MAY ARISE FROM RIDE AGREEMENT ACTIVITIES.

- B. CASA shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or for participation in the MOU by CASA, its agents, representative, employees, or volunteers. Coverage shall be at least as broad as:
1. **Commercial General Liability CGL**): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CASA has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
 3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 4. **Primary Coverage** For any claims related to this MOU, **CASA's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the CASA's insurance and shall not contribute with it.

5. **Waiver of Subrogation** CASA hereby grants to the County a waiver of any right to subrogation which any insurer of CASA may acquire against the County by virtue of the payment of any loss under such insurance. CASA agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- C. CASA understands and agrees the County has elected to self-insure tort and workers' compensation liability in accordance with California Government Code Section 990 and Labor Code Section 3700. The County, its officers, agents, employees, and volunteers are covered by the Government Tort Claims Act; therefore, any tort claims against the County, its officials, agents, employees, and volunteers arising from participation in the MOU will be adjudicated under the Government Tort Claims Act. All claims against the County based on tort liability should be presented as a government claim to the Clerk of the board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) Internet link: <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>

The following attached Appendices are incorporated herein by reference and constitute part of this MOU:

- Appendices A-D

IV. INTEGRATION:

This MOU, including the Appendices hereto, shall represent the entire MOU between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

V. TERM OF MOU:

The term of this MOU shall be from January 1, 2024 through December 31, 2026. This MOU may be terminated by any Party hereto by providing thirty (30) days written notice. An extension of this MOU will be granted pursuant to the signed agreement of the Parties.

VII. AUTHORIZATION:

The Parties by their duly authorized officials have executed this MOU on the respective dates indicated below. This MOU will become effective upon the signing by all respective participants to the MOU.

CASA

Date: _____, 2024

Nicole McNeely
Executive Director
Child Advocates of Nevada County

CWS and County

Date: _____, 2024

Hardy Bullock
Board of Supervisors, Chair
County of Nevada

Date: _____, 2024

Nicholas Ready
Program Manager
CWS, County of Nevada

Appendix A
Mission Statement:

Child Advocates of Nevada County's (CASA) program advocates for the best interests of court involved youth who have experienced abuse or neglect.

Appendix B
Court Referral to CASA:

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NEVADA

In Re:) CASE #
)
)
) DEPENDENCY COURT
) REFERRAL TO CASA
)
)

- () Pre-jurisdictional
- () Post-jurisdictional

The Court does hereby order that a Court Appointed Special Advocate (hereinafter referred to as a “CASA”), trained and supervised by the Child Advocates of Nevada County CASA Program, be appointed on behalf of the above-named minor(s).

The duties of said CASA shall include, but not be limited to, the following:

1. to establish and maintain a supportive relationship with the minor;
2. to gather information regarding the minor's situation and perspective;
3. to inquire into the various aspects of the minor's life affecting personal growth, happiness and well-being, including the review of relevant records and reports;
4. to identify, explore, and advocate for potential resources which will enhance the minor's living situation, facilitate family preservation or reunification, or assist with appropriate permanency planning;
5. to report findings to the court, when appropriate or as requested, communicating with the Court whenever necessary;
6. to advocate for the minor in order to ensure representation of the minor's best interests;
7. to participate in court-related conferences and attend appropriate court proceedings concerning the minor, including the giving of pertinent testimony as warranted and appropriate;
8. to establish and maintain a coordinated and cooperative sharing of information with the minor's attorney in order to ensure that each is fully informed regarding the minor's situation and desires;

9. to establish and maintain a coordinated and cooperative sharing of information with the minor's social worker in order to ensure that each is fully informed regarding the minor's situation and desires;
10. to encourage public systems to make appropriate and timely intervention and to provide full and appropriate services to the minor which support implementation of the case plan; and
11. to monitor the progress of the minor's case for the purpose of ensuring that the case plan and court orders are followed and implemented in a manner consistent with and in furtherance of the minor's welfare and best interests.
12. If the appointment is pre-jurisdictional, the duties of the child's advocate are limited to supporting the child and advocating for needed services. The advocate shall not investigate jurisdictional issues.

In addition to duties 1 through 12 above, the Court orders that the CASA performs the following functions and/or addresses the following issues:

The Court further orders that the CASA, as a sworn officer of the court, is granted the authority to review and copy any relevant document pertaining to this minor, which is in the possession of any agency. Upon presentation of a copy of this order, such agency shall promptly make available such document(s) for inspection and/or copying. This order is specifically directed, but not limited, to the Nevada County Superior Court, Department of Social Services, District Attorney, County Counsel, Probation, Sheriff, City Police, and other law enforcement agencies, schools, child care providers, hospitals, health care or treatment providers, physicians, psychologists, or psychiatrists. All such records obtained by the CASA program shall remain confidential. The CASA program shall maintain said documents confidentially and under its exclusive control. Said documents and their contents shall not be distributed or otherwise disclosed to others without prior specific court order.

The CASA shall have permission to provide transportation for the minor as arranged with Child Protective Services, as well as the minor's parent, foster parent, group home, or guardian. When transporting the minor, the CASA shall follow all child safety standards and have on record at the Child Advocates office evidence of all current licensure and insurance as required by California Rule of Court 5.655.

If anyone involved in the case should have a grievance against the CASA, the complaint should be communicated to the CASA Program Manager, who will then inform the Executive Director of the details of the complaint. It will be the responsibility of the Executive Director to decide if the complaint has substance and to request a written statement from the individual initiating the complaint. The written statement will be kept on record in the CASA office. In addition, the Executive Director, with advice from the Board if needed, will determine what action, if any, should be taken. Upon completion of the grievance procedure, if any of the parties, including the CASA and/or the CASA Program Manager, are in disagreement as to the continuation of the CASA volunteer on the case, then any interested party, including the CASA or CASA Program Manager, shall bring the matter to the attention of the court by requesting the clerk to place the matter on calendar.

This appointment shall continue in full force and effect until otherwise ordered by the court.

The clerk of the court shall cause a copy of this order to be served by mail upon all parties of record to these proceedings and their counsel. Said parties may, within 10 days of service thereof, petition the Court for a hearing regarding this order, which petition shall be verified and shall set forth the good cause why this Court should reconsider, modify, or set aside this order, or any part thereof.

DATED:

Jane York Punneo
Judge of the Superior Court

**Appendix C
Request Form:**



Request for CASA

I hereby request that the Court make a referral to the Child Advocates of Nevada County CASA program so that a CASA volunteer can be assigned to the following child or children:

Name: _____ Case # (if known): _____ Child's Date of birth: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

My relationship to the child is as follows:

- Social worker
- Attorney for child
- Attorney for parent
- Teacher
- Biological parent
- Caregiver of the child

Type or print name: _____ Signature: _____

Address: _____ Phone: _____

Email: _____

Mail or fax form to: Child Advocates of Nevada County
200 Providence Mine Rd., Suite 210, Nevada City CA 95959
Fax: 530-265-4410

AUTHORIZATION AND RELEASE

NEVADA COUNTY HEATH & HUMAN SERVICES AGENCY
CHILD WELFARE SERVICES (“CWS”)
RIDE AGREEMENT WITH COURT APPOINTED SPECIAL ADVOCATE

CASA volunteer’s name: _____

I, _____, hereby understand and consent to the following in order to be a passenger in a Nevada County vehicle for the sole purpose of participating in activities related to my role as CASA volunteer. *Transportation in a Nevada County vehicle is voluntary and not required for participation as a CASA volunteer.*

I fully understand that participation in these activities exposes me to a risk of personal injury or death or may result in property damage. I acknowledge that these activities may be held indoors or outdoors, and that there is an inherent danger in participating in these activities.

I acknowledge there are inherent dangers while driving or riding in a motor vehicle, and that by signing this Release and Authorization, I am authorizing Nevada County CWS employees, at their discretion, to transport me to or from these activities via County vehicle in accordance with County policy.

By signing this Authorization and Release, I acknowledge that I am voluntarily participating in these activities, and I expressly assume all risks associated with transportation in a County vehicle and participation in the activities associated with the same, whether such risks are known or unknown to me at this time.

I understand and agree that this Authorization and Release shall remain in full force and effect until such time my express revocation is received by Nevada County Child Welfare Services, or upon me no longer participating in the activities of a CASA volunteer.

I, on behalf of myself, heirs, executors, administrators, successors, and assigns, do hereby release, acquit and forever discharge and covenant to hold harmless the County of Nevada and Nevada County Child Welfare Services and its employees, agents, representatives, officers, volunteers and hosts of the training or activity (herein collectively referred to as “Releasee”) for any injury or death, or for damage to or loss of personal property, arising out of, or in connection with, my participation in, including transportation to or from, these activities from whatever cause, including the active or passive negligence of Releasee.

On behalf of myself, I do hereby waive the provisions of Civil Code section 1542 as it relates to this agreement, which section provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known

Appendix D

by him, must have materially affected his settlement with the debtor.”

This release shall act as a release of all claims which may arise from the above activities sponsored herein by the County of Nevada or Nevada County Child Welfare Services, whether such claims are currently known or unknown, foreseen or unforeseen, patent or latent. The undersigned, on behalf of himself or herself, understand and acknowledge the significant consequences of such specific waiver of Civil Code section 1542, and hereby assume all risks of participation and further assume full responsibility for any injuries, damages, losses, or liabilities that may hereafter occur as a result of my participation in said activities.

I understand and agree to the foregoing.

Signature of CASA volunteer

Date

Emergency Contact:

Name:

Phone:

Medical Insurance

Medical Group Number

I HAVE CAREFULLY READ THIS AUTHORIZATION AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date: _____

Signature of CASA volunteer