

## **Child Protective Services – Conflict of Interest Memorandum of Understanding**

WHEREAS, Alexander, Burke, Caldwell, Catawba, Iredell, and Lincoln County Departments of Social Services have come together to collaborate; and

WHEREAS, the partners agencies listed above have established a collaborative agreement in which each agency will serve as equal partners in this arrangement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative as follows:

### **I) History of Relationship**

- a) Catawba, Caldwell, and Lincoln Counties began partnership with respect to conflict of interest cases on or about July 2012. Catawba and Iredell Counties also partner together on conflict of interest cases, though Iredell County is not formally involved in partnership with Caldwell and Lincoln. In Early 2013 Catawba and other partner counties began conversations with Alexander and Burke Counties to join the partnership in reciprocating on conflict of interest cases.
- b) Representatives from partnering agencies initially met formally on a monthly basis to establish expectations for basic operating procedures and then shifted to quarterly meetings. The present representatives formally meet on a quarterly basis at minimum to discuss partnership, share information, celebrate successes and resolve issues.
- c) The primary goal of this collaboration is to provide timely, high quality services to neighboring counties in an efficient and cost effective manner in situations identified as a conflict of interest for the home county.
- d) The long-range goals of the collaboration include building stronger professional relationships among counties within close proximity, improving accountability for service provision across county jurisdictions, and developing a forum that fosters supportive discussion of challenging situations encouraging sharing of information, creative solutions, advice, and recommendations to resolve complex matters.

### **II) Development of Arrangement**

- a) Due to costs associated with travel and time involved in previous COI arrangements as well as quality of services provided, the original partnering counties recognized the need to partner more directly with those counties within close geographic distance and between which general assistance was more frequently requested.
- b) Respective Program Managers/Program Administrators and Social Work Supervisors representing each agency involved in this collaboration provided insight into development of shared expectations, as well as establishing clear time frames for general communication and notification of case decisions.
- c) In response to the Study Conflicts of Interest/Public Guardianship and Child Protective Services released in March 2015 from the NC Department of Health and Human Services which suggested "Creating a formal or informal "buddy system" allowing a county with a conflict to refer a case to a neighboring county, partnering counties resolved to address the recommendation to develop a memorandum of agreement (MOA) between a county and all of its bordering counties for the purpose of handling COI cases. Through the use of the MOA, issues related to how COI cases will be managed should be agreed upon by the directors of involved counties.

### **III) Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- a) Each partner agency will abide by the attached Conflict of Interest Case Procedures and will utilize the attached Conflict of Interest Contact Sheet as agreed upon by representatives of each partner agency.
- b) Each partner agency will contribute equally to the completion of Conflict of Interest CPS cases on behalf of one another; however adjustment to acceptance of such cases will be made when the rate of request becomes disproportionate between the partners and based on each agencies size and staffing allowances.
- c) Each Partner agency shares the commitment to work together cooperatively, amicably and professionally to achieve stated goals and to sustain the collaboration.

### **IV) Conflict Resolution**

The following process will be followed to address disputes or disagreements with how a COI cases has been handled or failure to follow the Conflict of Interest Case Procedures:



- a) When a concern arises, the social worker assigned to the case should notify their supervisor of the issue.
- b) The supervisor will document the issue on the grievance form and make contact with the partner county supervisor for the case. Both supervisors will discuss the issues and attempt to come to a resolution. The supervisor with the grievance will document the agreed upon resolution or lack of resolution on the grievance form and will fax a copy to the other supervisor involved. Every effort will be made to resolve issues as soon as possible at the supervisor level to maintain a strong cohesive collaboration.
- c) If a resolution is not achieved between supervisors, both supervisors will notify their Program Manager/Administrator of the discussion and failed resolution. The grievance county Program Manager/Administrator will initiate a call to the other partner county Program Manager/Administrator. Both Agency Directors will be notified when these level discussions occur and if resolution is not achieved then each Agency Director will attempt to discuss and resolve the issue with Grieving county Director initiating the call to the partner agency Director.
- d) Three instances of discussion within twelve months requiring Program Manager/Administrator or Director level intervention will indicate just cause grounds for immediate nullification of this collaboration between the grieving county and the county in violation of the terms of this agreement. The decision to nullify collaboration between any two partner counties will be reported to the entire COI Upper management group for discussion. Each partner agency accepts that the collective management group will determine just cause grounds for nullification of this collaboration between all partner agencies and the partner agency with which any individual partner agency has severed ties concerning repeated violation of this agreement.

**V) Timeline**

The roles and responsibilities described above are contingent upon each partner agency's commitment to abide by the terms of this arrangement and the expectations and information sharing guidelines established within the attachments. Responsibilities under this Memorandum of Understanding coincide with the date of signature below until such time as either party ends the arrangement based upon just cause as outlined above.

**VI) Commitment to Partnership**

- a) The collaboration service area includes Child Protective Services – Conflict of Interest Assessments and Family in Home Services.
- b) The partners agree to collaborate and provide Child Protective Services Assessment and Family in Home Services pursuant to the attached Conflict of Interest Contact Sheet and Conflict of Interest Case Procedures.
- c) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed collaboration and approve it.

By Keith Moon  
 Keith Moon, Interim Director  
 Alexander County Department of Social Services  
 Date: 6/29/15

By John Eller  
 John Eller, Director  
 Catawba County Department of Social Services  
 Date: 5/29/15

By Dorraine Hernandez  
 Dorraine Hernandez, Director  
 Burke County Department of Social Services  
 Date: 06/11/15

By Yvette Smith  
 Yvette Smith, Director  
 Iredell County Department of Social Services  
 Date: 10-19-15

By Will Wakefield  
 Will Wakefield, Director  
 Caldwell County Department of Social Services  
 Date: 6/2/15

By Susan L. McCracken  
 Susan L. McCracken, Director  
 Lincoln County Department of Social Services  
 Date: 04-11-2016

By Karen D. Ellis  
Karen Ellis, Director  
Cleveland County Department of Social Services  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Director  
Wilkes County Department of Social Services  
Date \_\_\_\_\_