

## **Memorandum of Understanding**

**WHEREAS**, Currituck, Dare and Pasquotank County Department of Social Services/Department of Health and Human Services have come together to collaborate; and

**WHEREAS**, the partner 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 (MOU) setting forth the services to be provided by the collaborative as follows:

### **I. Purpose**

- a) North Carolina Administrative Rule 10A NCAC 70A.0103 entitled Reports of Neglect, Abuse, or Dependency states "a) reports of neglect, abuse, or dependency shall be referred to another county department of social services for investigation when the alleged perpetrator is an employee of the county department of social services, a foster parent supervised by the county department of social services, a member of the Board of Social Services for that county, or a caretaker in a sole-source contract group home or agency-operated day care facility; or when in the professional judgment of the county director the agency would be perceived as having a conflict of interest in the conduct of other child protective service investigations, the director may request that another county conduct the investigations".
- b) The definition of Conflict of Interest (COI) cases has further been expanded to include a county DSS that is involved in a child welfare case and is also appointed to serve as a parent's guardian.
- 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. Scope of Work**

- a) The directors of Currituck, Dare and Pasquotank County hereby enter into this Memorandum of Understanding.
- b) Due to costs associated with travel and time involved in previous COI arrangements, as well as quality of services provided, the partnering counties recognized the need to collaborate more directly with those counties within close geographic distance and between which general assistance was more frequently requested.
- c) 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.

### **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 mutually agreed upon Conflict of Interest case procedures and will utilize any tools developed through the partnership.
- 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 agency's 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. Oversight/Compliance**

The following process will be followed when disputes or disagreements arise in a COI case:

- a) When a Conflict of Interest arises, the case shall be referred to a partner agency.
- b) If there is a disagreement about how to proceed with a case, the supervisors from the partner agencies should attempt to formulate a resolution.
- c) If a resolution is not achieved between supervisors, both supervisors will notify their program manager/program administrator of the discussion and failed resolution. The county program manager/program administrator will discuss the circumstances of the situation. Both agency directors will be notified when these level discussions are occurring. If a resolution is not achieved at the program manager/program administrator level, then each agency director will attempt to discuss and resolve the issue.

**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 Assessment, In-Home Services and/or Child Placement Services.
- b) The partners agree to collaborate and provide Child Protective Services Assessment, In-Home Services and/or Child Placement Services.
- c) Separate, case specific Memorandum of Agreement and/or Inter-County Agreements on the Placement of Children may be developed and honored for specific aspects of an ongoing case.
- d) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed collaboration and approve it.

BY: \_\_\_\_\_ Director, Dare County Department of Health and Human Services Social Services Division

Printed Name: Melanie Corprew Date: \_\_\_\_\_

BY: \_\_\_\_\_ Director, Currituck County Department of Social Services

Printed Name: Kathy S. Romm Date: \_\_\_\_\_

BY: \_\_\_\_\_ Director, Pasquotank County Department of Social Services

Printed Name: Melissa Stokely Date: \_\_\_\_\_