



ONE OC COURT REFERRAL PROGRAM **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MOU") is entered into by and between the Agency, as defined above in the Agency Registration, and the Volunteer Center of Greater Orange County doing business as OneOC ("OneOC"). This MOU shall govern the relationship between the Agency and OneOC with regard to the referral of individuals sentenced to perform community service (the "Court Referred Individuals") pursuant to the Orange County Superior Court's (the "Court") Court Referral Program (sometimes referred to as the "CRP").

1. REQUIREMENTS FOR ASSIGNMENT OF COURT REFERRED INDIVIDUALS

- 1.1 One OC membership is required for assignment of Court Referred Individuals. Agency must complete and submit to OneOC a Membership Registration Form along with the applicable membership fee as illustrated therein.
- 1.2 Agency must update its Membership Registration Form and submit membership fees annually.
- 1.3 Agency must complete and submit to OneOC an Agency Request for Court Referred Individuals ("CRP Request"). Agency will only be sent Court Referred Individuals meeting the criteria on the Agency's submitted CRP Request.
- 1.4 Agency must submit to OneOC a copy of its 501c annually (if applicable).
- 1.5 Membership Registration Form and CRP Request can be filled out electronically on-line at www.oneoc.org. Required documents can also be emailed to info@OneOC.org, or mailed to: **1901 E. 4th Street, #100, Santa Ana, CA 92705**.
- 1.6 Agency Memorandum of Understanding (this "MOU") must be completed annually, signed and returned in person or by mail to OneOC: **1901 E. 4th Street, #100, Santa Ana, CA 92705**.

2. ONEOC'S ROLE AND SERVICE TO MEMBER AGENCY

- 2.1 OneOC prescreens Court Referred Individuals for violations, age, physical/mental limitations, skills and abilities.
- 2.2 OneOC matches Court Referred Individuals with Agency based on both the Court Referred Individual's and the Agency's criteria.
- 2.3 OneOC clearly defines Agency rules, policies, procedures and requirements for Agency utilization of Court Referred Individuals at the Agency's request.
- 2.4 OneOC monitors, verifies and accurately reports Court Referred Individuals' hours to court or probation officer.
- 2.5 OneOC provides progress reports, requests for extensions, transfers and reassignments for Court Referred Individuals.
- 2.6 OneOC reports incidents, injuries, complaints and/or non-compliance respecting Court Referred Individuals to the Court.
- 2.7 OneOC is a referral organization. OneOC provides non-profit entities and individual Court Referred Individuals the opportunity to be matched with one another for their mutual benefit. OneOC does not employ the Court Referred Individuals that it refers to Agencies nor are such Court Referred Individuals to be considered independent contractors of OneOC.



- 2.8 Agency understands that OneOC does not perform any formal screening process and/or background checks on potential Court Referred Individuals. OneOC makes no assurances concerning any particular Court Referred Individuals. OneOC does not train Court Referred Individuals referred to Agencies. OneOC is not responsible for the health, safety, and welfare of the Court Referred Individuals referred to Agencies. OneOC does not insure the effectiveness, punctuality, work ethic, skill set, physical or mental ability or integrity of the Court Referred Individuals referred to Agencies.
- 2.9 OneOC will use its best independent judgment in determining the level of support that it offers to any registered Agency pursuant to this MOU. The level of support may change based on the sole discretion of OneOC.

3. REQUIREMENTS FOR MEMBER AGENCY USE OF COURT REFERRED INDIVIDUALS

3.1 Qualifying Work

- 3.1.1 Agency will assign Court Referred Individuals that serve the community at large rather than just a group, congregation, or membership. Work, tasks, jobs, labor or duties to be performed as part of Court Referred Community Service (herein referred to as "Service").
- 3.1.2 Service assigned to Court Referred Individual will not include any kind of solicitation for funds, whether telephonic, electronic or in person.
- 3.1.3 Agency will have an office and/or site location with posted hours of operation (the "Agency Location"). These hours must be verifiable.
- 3.1.4 Church based or church sponsored Agencies may not use Court Referred Individuals for worship and/or religious educational purposes. Court Referred Individuals may perform Service for participating church sponsored programs which are available to the public.
- 3.1.5 OneOC will not provide Court Referred Individuals to any Agency located at an individual's residence. OneOC may refer Court Referred Individuals to group residential properties operated by non-profits if Agency staff supervision is present.
- 3.1.6 Agency will not sub-contract Court Referred Individual Service for the purpose of raising funds or the improvement or maintenance of private property.
- 3.1.7 Court Referred Individuals will not be assigned to perform Service in any establishment which serves alcoholic beverages.
- 3.1.8 Agency will not allow Court Referred Individuals to drive or otherwise operate either an Agency vehicle or the Court Referred Individual's vehicle as part of the Individual's Service.
- 3.1.9 Agency will not require or allow a Court Referred Individual to stay overnight in any location in any way related to the Individual's Service.
- 3.1.10 Agency will not require or allow a Court Referred Individual to perform any part of his/her Service outside the Agency's approved Location.

3.2 Working with Court Referred Individuals

- 3.2.1 An Agency staff member must supervise Court Referred Individuals at all times.
- 3.2.2 Agency will instruct each Court Referred Individual about the required Service, safety precautions, and attendance requirements.
- 3.2.3 Agency will provide necessary training for successful completion of the Service assigned to the Court Referred Individual.



- 3.2.4 Agency should reduce liabilities by avoiding unsafe Service assignments which put Court Referred Individuals at risk of injury.
- 3.2.5 Court Referred Individuals must not be assigned to handle Agency cash receipts.
- 3.2.6 Agency must comply with all Federal policies regarding non-discrimination and accessibility and will provide reasonable accommodations for Court Referred Individuals who are disabled.
- 3.2.7 Agency must provide a drug free and violence free work place. "Violence" includes not only unwanted or aggressive physical contact, but also threat of and/or attempted unwanted or aggressive physical contact, as well as abusive, threatening or inappropriate language direct toward the Court Referred Individual, any agent or employee of Agency, any customer or client of Agency, or a member of the public.
- 3.2.8 Agency must not assign Court Referred Individuals to any job that displaces paid employees.
- 3.2.9 Agency will not discriminate in serving Court Referred Individuals or in providing Agency services on the basis of race, sex, age, marital status, religion, disability, race, national origin or any other non-merit based factor.
- 3.2.10 Agency will not assign Court Referred Individuals to conduct or engage in religious, sectarian, or political activity.
- 3.2.11 Agency must have internal written policy, to include its own procedures, rules and instructions, for working with Court Referred Individuals. Nothing in such policy will contradict anything in this MOU. Agency must provide a copy of such written policy to OneOC on an annual basis.
- 3.2.12 Agency must not allow a Court Referred Individual to work past the completion date indicated on the timesheet (discussed in Section 3.4.5 below).
- 3.2.13 Agency and all employees, agents and representatives of Agency will treat each Court Referred Individual appropriately and in a professional, business-like manner, adhering to all legal and professional standards prohibiting, among other things, sexual harassment and hostile work environments. Nothing herein shall limit Agency's liability under the laws of the State of California or the Federal Government relating to treatment of people in the workplace, where applicable.
- 3.2.14 Agency will contact OneOC's CRP Director for any assistance with issues involving a Court Referred Individual and/or if an injury or other incident has occurred. In the case of an injury or other incident the Agency must contact OneOC's CRP Director within 24 hours of the injury or other incident and accurately document the injury or other incident in writing, copying OneOC's CRP Director on such documentation.
- 3.2.15 Agency must have written protocols for handling human resources matters. Agency must have in place policies and procedures for all work place injuries or other incidents through human resources and must process its own claims. Notwithstanding anything else in this MOU, OneOC does not provide policies and procedures for injuries or other incidents nor does it participate in the processing of claims.
- 3.2.16 OneOC will not disclose any confidential information about Court Referred Individuals to any Agency or its agents, employees or representatives, for any reason.



3.3 Applying and Recording Volunteer Credit Hours

- 3.3.1 Agency will accurately document and report the Service hours performed by Court Referred Individuals.
- 3.3.2 Agency will provide OneOC staff with an accurate, up-to-date report of Court Referred Individual Service hours worked upon request.
- 3.3.3 Agency will give credit only for the exact number of hours of Service performed. Agency **must not** under any circumstances give credit for hours for which Service was not performed. The hours are ordered by a Judge, Probation or Parole officer in a court of law and any discrepancy reported or falsified is a direct violation of a court order.
- 3.3.4 Agency will not take money, gifts, services or any like related items in exchange for Service hours performed by a Court Referred Individual.
- 3.3.5 Agency must not allow Court Referred Individuals to sell personal items or merchandise at the Agency for monetary value in exchange for performing Service.
- 3.3.6 Agency will not "supplement" or "bonus" Court Referred Individual Service hours for difficult, strenuous or unique Service, meeting or church attendance, or any other activity other than the assigned Service activity that benefits the community at large.
- 3.3.7 Agency must maintain accurate and complete records for three years of all Court Referred Individuals who have been placed in the Agency and will provide verification on request.
- 3.3.8 Agency must not allow any other court ordered Court Referred Individuals to supervise, manage, oversee or verify and sign off on any other Court Referred Individual Service hours on a time sheet or sign in sheet. Only authorized employees of the Agency whose signatures are on file with CRP are allowed to manage, oversee, verify and sign off on Service hours.
- 3.3.9 Agency may not charge a Court Referred Individual any fee for performing Service or for supervision of their Service

3.4 Time Sheets

- 3.4.1 All Court Referred Individuals referred to Agency will have a timesheet issued by OneOC.
- 3.4.2 An authorized signature on the time sheet is required to confirm that the listed Service hours have been completed.
- 3.4.3 Agency will sign the time sheet each day on which a Court Referred Individual works.
- 3.4.4 Agency will keep all time sheets in a safe, secure, and central location at Agency Location.
- 3.4.5 Upon completion of hours, Agency will give the original time sheet to the Court Referred Individual, instructing him/her to return it to OneOC by the relevant deadline.
- 3.4.6 Agency will retain a copy of each timesheet for three years.
- 3.4.7 Agency will return the original time sheet to OneOC if a Court Referred Individual fails to complete the assigned hours by the completion date.



4. INSURANCE AND INDEMNITY

- 4.1 Court Referred Individuals are not, and shall not be considered for any purpose, employees of OneOC. OneOC does not provide worker's compensation insurance coverage for Court Referred Individuals.
- 4.2 While OneOC does not, as a matter of course, provide accident or liability insurance for Court Referred Individuals, such individuals injured during the scope of their work for Agency may be eligible for reimbursement for medical expenses pursuant to OneOC's CIMA Insurance policy. OneOC is not responsible for determining eligibility for compensation pursuant to its CIMA policy. All decisions regarding eligibility are made by CIMA in compliance with the terms of the policy. OneOC makes no representations or assurances regarding the eligibility of any Court Referred Individuals for coverage pursuant to OneOC's CIMA policy or the availability of benefits or coverage under such policy.
- 4.3 Completed CIMA insurance claims forms must be received within 24 hours of an injury sent via fax or email to OneOC. Agency must provide one copy of the CIMA insurance form to the Court Referred Individual and must keep one copy for itself.
- 4.4 At all times while Court Referred Individuals are performing any Service for Agency, Agency must have in effect a policy of insurance insuring against any loss resulting from such Service, including but not limited to worker's compensation insurance, as appropriate. Agency understands that it is Agency's responsibility to ascertain – through consultation with legal counsel or other appropriate manner – Agency's legal obligations with respect to insurance coverage (including but not limited to worker's compensation insurance) related to Court Referred Individuals' Service for Agency. Agency must provide proof of such insurance to OneOC on an annual basis concurrent with Agency's annual execution of the MOU
- 4.5 Agency will defend, hold harmless and indemnify OneOC, the Court, Probation Officers, Judicial Branch Entities (as such term is defined in California Government Code §§ 900.3 and 940.3) and judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of Judicial Branch Entities and OneOC, from all claims, losses, and expenses, including attorney fees and costs, resulting from:
 - (a) a matter or event related to the referral of any Court Referred Individual pursuant to this MOU or any other current or prior memorandum of understanding or other agreement between Agency and OneOC, including but not limited to matters or events related to the Service performed by any Court Referred Individual referred by OneOC to Agency;
 - (b) a matter or event related to Agency's or its agents' or subcontractors' acts or omissions related to the performance of this MOU or any other current or prior memorandum of understanding or other agreement between Agency and OneOC; or
 - (c) Agency's or its agents' breach under this MOU or any other current or prior memorandum of understanding or other agreement between Agency and OneOC, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

5. SEPARATION FROM SERVICE

- 5.1 Agency may terminate or remove a Court Referred Individual at any time.
- 5.2 Court Referred Individual may resign from an Agency at any time.
- 5.3 Agency and/or OneOC may terminate the relationship created by this MOU at any time without prior notice



6. Agency has reviewed and completed all of the required information and affirms that all Agency requirements will be satisfied before any Court Referred Individual is referred to Agency for Service.

7. By executing and submitting the instant MOU, the undersigned Agency represents and warrants that all submitted information regarding the Agency is true and correct to the best of the Agency's knowledge and that Agency will abide by all terms and conditions contained herein.

[Redacted Signature]

Signature of Agency Representative

Thomas R. Hatch

4/4/16

Date

Chief Executive Officer

Title

Director - CRP

[Redacted Signature]

OneOC signature

Title

[Redacted Signature]

Ernesto Munoz, Public Services Director

4.7.16

Date