

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT FORM
REVISION APPROVED 07/2021

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of August 27, 2024, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **TULARE SUPERINTENDENT OF SCHOOLS** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY** wishes to retain the services of CONTRACTOR for the purpose of providing resources to support educational needs through administrative activities directly related to the coordination and provision of educational information for children in foster care.
- B. CONTRACTOR** has the experience and qualifications to provide the services COUNTY requires pertaining to the Child Welfare Services program.
- C. CONTRACTOR** is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2024, and expires at 11:59 PM on June 30, 2025, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the attached **Exhibit A**.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

TULARE COUNTY AGREEMENT NO. 31867

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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input checked="" type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

CONTRACTS UNIT
TULARE COUNTY HEALTH & HUMAN SERVICES
AGENCY
5957 S. Mooney Boulevard
Phone No.: 559-624-8000
Fax No.: 559-749-9818

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

TULARE COUNTY SUPERINTENDENT OF SCHOOLS
6200 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-733-6300
Fax No.: 559-737-4378

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

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8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 8/9/2024

Signed by:
By Tim A. Hire
Print Name Tim A. Hire
Title Superintendent

Date: 8/12/2024

Signed by:
By Courtney Venegas
Print Name Courtney Venegas
Title Foster Youth Services Coordinator

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 8/27/2024

By [Signature]
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By [Signature]
Deputy Clerk



Approved as to Form
COUNTY COUNSEL

By Charles W. Felix
Deputy
Date: 8/13/24

Matter # 2024913

**Fiscal Year 2024-2025
Exhibit A**

Tulare County Superintendent of Schools
6200 South Mooney Blvd
Visalia, CA 93277

BACKGROUND

Tulare County Superintendent of Schools [also known as Tulare County Office of Education (TCOE)] operates the Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code sections 42920-25. Under this direction, TCOE has contracted to serve foster youth in Tulare County.

Effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) established key provisions supporting educational opportunities in the best interest of children in foster care. The passage of Assembly Bill 854 in October 2015 further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP and Tulare County Health and Human Services Agency's Child Welfare Services Division (CWS), a natural collaboration was established to serve foster youth in Tulare County. This agreement is intended to ensure that Tulare County foster youth receive support for educational opportunities in accordance with Education Code sections 42921, 48853.5, and 49069.5.

This agreement aims to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. Allowable activities are defined in 45 CFR 1356.60(c) and include those activities necessary for the proper and efficient administration of a state's Title IV-E plan. This includes referral to services, case plan development, case reviews, case management, and supervision. Child Welfare agency administration activities completed on behalf of a foster youth that meet the eligibility requirements qualify for a federal match to support the cost of those activities. This agreement conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

Children served under this agreement must meet foster care candidacy under Title IV-E of the Social Security Act. This criterion encompasses both children currently placed in foster care and children at-risk of being placed in foster care. For purposes of this agreement, children at-risk of placement into foster care are children with open dependency cases within Tulare County Child Welfare Services.

ROLES AND RESPONSIBILITIES

TCOE agrees to provide the following types of administrative activities for educational support, as described in Education Code section 42921, to youth in foster care. TCOE will:

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- Ensure youth served under this agreement are in foster care or at-risk of foster care and meet the criteria as defined in paragraph (b) of Education Code section 42238.01
- Work in partnership with CWS to minimize changes in school placement
- Attend and participate in Multidisciplinary Team Meetings (MDT) including:
 - Team Decision Making meetings
 - Child and Family Team Assessments (Continuum of Care Reform)
 - Child and Family Team meetings (Intensive Care Coordination)
 - Commercially Sexually Exploited Children (CSEC) Multidisciplinary Team Meeting
- Support local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensuring that transfers are done at an educationally appropriate time, appropriate partial credits are awarded, and the youth in foster care is quickly enrolled in classes. This will be done by TCOE staff maintaining frequent contact and mutual meetings with the education institute.
- Provide education-related information to CWS to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code (WIC) section 16010
- Respond to requests from the juvenile court for information and work with the court to ensure the delivery or coordination of necessary educational services. Juvenile Court requires frequent updates on Tulare County Child Welfare Services Children in placement and their education status and updates.
- Work to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children
- TCOE will facilitate communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child.
- Share information with the foster care provider regarding available training programs that address the educational needs of children in foster care
- Enter updated education into both the web-based Child Welfare Services/Case Management System (CWS/CMS) under the Health and Education Passport section and the Foster Focus system
- Refer caregivers and educational rights holders of foster youth who have special education needs to special education programs and services

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- Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
 - Mentoring
 - Counseling
 - Transitioning services
 - Emancipation services
- Facilitate timely Individualized Education Plans in accordance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 *et seq.*) and of all special education services
- Establish collaborative relationships and local advisory groups, which may include local Family Resource Agencies.
- Establish a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport
- Provide regular updates on the status, grades, and performance of Tulare County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations
- Track data and report on outcomes within the time schedule established in a joint agreement with CWS, which may include graduation information and completion attendance records.

CWS agrees to:

- Assign a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth
- Work with TCOE to implement a jointly developed process for the sharing/mutual exchange of information and data for all youth served under this agreement
- Facilitate and participate in joint problem-solving with TCOE to address youth needs.
- Facilitate with TCOE to establish target youth populations and prioritize needs based on funding.
- Provide a designated location to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs
- Work with TCOE to enhance educational involvement in the Independent Living Plan process. Identify youth who are eligible for independent living and provide TCOE with youth's information.

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- Provide access to the Child Welfare System/Case Management System (CWS/CMS) for the purpose of:
 - Data entry to update information into the Health and Education Passport
 - Obtain pertinent information to assist TCOE in assessing and providing services to foster youth

CONFIDENTIALITY, MULTIDISCIPLINARY TEAM PROTOCOL, AND RECORDS

Confidentiality:

Both Parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code (WIC) section 10850, 45 Code of Federal Regulations (CFR) section 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by WIC section 10850 or by 45 CFR section 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by TCOE from access to any such records and from contact with its clients and complainants or access through the Child Welfare System/Case Management System (CWS/CMS) shall be used by TCOE only in connection with its conduct of the program under this contract or as otherwise permitted by law. CWS shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by CWS shall remain confidential and may be disclosed only as permitted by law.

Multidisciplinary Team (MDT) Protocol:

TCOE employees under this agreement will attend a variety of CWS child and family engagement team meetings and follow CWS' Multidisciplinary Team (MDT) protocol. Prior to attending one of these meetings, TCOE employees must first attend a Multidisciplinary (MDT) Confidentiality and Mandated Reporting training provided by the Tulare County Child Welfare Services Training Department. Upon completion, a copy of the MDT protocols will be distributed to each person who attends the MDT Confidentiality and Mandated Reporting training.

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Retention of Records:

TCOE shall maintain and preserve all records related to this agreement (and shall assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of five (5) years from the date of final payment under this agreement and beyond the five year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved.

Child Welfare Services/Case Management System (CWS/CMS):

TCOE staff will sign a confidentiality of information form attesting that all information obtained through the Child Welfare Services/Case Management System (CWS/CMS) adheres to WIC section 10850, 45 CFR section 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services.

Fee Schedule:

The following details this fiscal pass-through amount for the 2024/2025 contract period, Totaling \$301,464

Fiscal Year 2024/2025	
Title IV-E Administrative Cost Reimbursement	\$301,464
TCOE Match	\$471,521
TCOE Total Cost	\$722,985

The maximum obligation of Tulare County under this agreement shall be \$301,464 for fiscal year 2024-2025 or the actual federal share of allowable costs, whichever is less. Tulare County shall submit a quarterly claim to the California Department of Social Services (CDSS) for reimbursement from Title IV-E for the federal share of Tulare County Superintendent of Schools (TCOE)'s expenses incurred for the performance of Title IV-E allowable administrative activities. Upon receipt of the reimbursement, Tulare County will provide to TCOE at the conclusion of each quarter the amount received. This amount will

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factor in the calculated federal discount rate based on the number of foster care children not eligible for Title IV-E reimbursement.

TCOE is responsible for the MATCH amount, which is estimated at \$471,521 of the total program cost over the contract period, representing the non-federal share of the cost calculated at the federal discount rate. TCOE shall certify the expenditure of this share of cost and that these funds were not used as a match to any other federal program. The MATCH shall be documented on a quarterly invoice and must be expended in order to claim Title IV-E reimbursement.

All invoices must be submitted to Tulare County no later than fifteen days after the end of the quarter or after termination of this agreement.

TCOE shall be financially responsible for audit exceptions on State and Federal Government disallowances.

TCOE is responsible for maintaining records to verify that all expenditures are allowable under Title IV-E of the Social Security Act. This may necessitate the initiation and ongoing usage of time studies for all staff time billed on the quarterly invoice. All direct and indirect charges will be proportional to the actual staff time billed to this program.

TCOE shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent agreements.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. 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. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
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. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR 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.*

- d. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Courtney Venegas Date: 8/12/2024

Contractor Name Tulare County Office of Education

Signature 