

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Health and Human Services Agency, Child Welfare Services (CWS) (hereinafter called COUNTY) and the Tulare County Superintendent of Schools (hereinafter called SCHOOLS) to coordinate services for COUNTY Foster Children through cooperation, collaboration, and the sharing of appropriate information by agencies within this jurisdiction. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the COUNTY through its Division of Child Welfare Services, is committed to protect children from abuse and neglect, to strengthen families, and to support families with needed services. The Title IV-E program, as it is commonly called, provides support for monthly payments on behalf of eligible foster care children, as well as funds for related case management activities, training, data collection, and other costs of program administration to ensure the child may be safely and permanently returned to his or her own home; and

WHEREAS, the SCHOOLS is committed to provide academic services to children and to support children to achieve academic success with family support for parents, counseling services for children in need, school readiness, parenting education, and social service resources and/or referrals and desires to enter into a MOU with the COUNTY for the collaboration of services and the sharing of appropriate information by all parties; and

WHEREAS, the COUNTY and SCHOOLS agree that a child in need of support to achieve academic success is a child in foster care who receives one of the following additional services:

- Individualized Education Program (IEP),
- Therapeutic Behavioral Services (TBS),
- Intensive Service Foster Care (ISFC), and/or
- Intensive Care Coordination (ICC) services.

Additional criteria include: a child in foster care who receives special rates funding, who is being reviewed by a School Attendance Review Board (SARB), who is in need of referrals to a Community Based Organization (FRC or other service provider), who is in need of an at risk assessment for child abuse, or who is in need of a 504 plan; and

WHEREAS, the COUNTY and the SCHOOLS have mutual interest in establishing protocols and procedures to provide and share information, to deliver services, and to resolve problems at the local level concerning behavioral, educational, and social skills for a child in foster care; and

WHEREAS, the COUNTY and the SCHOOLS agree to mutually implement the provisions to

t

TULARE COUNTY AGREEMENT NO. 30266

improve the outcomes of foster children and to provide support to families in need of community resources.

ACCORDINGLY, IT IS AGREED:

- I. **PURPOSE:** The purpose of this MOU is to establish procedural guidelines authorized by the COUNTY and by the SCHOOLS to provide school-linked child welfare services to improve the education, mental health, and social outcomes of children served.
- II. **BACKGROUND:** Presiding Juvenile Court Judge and CWS Deputy Director developed the Title IV-E Internship program to improve the graduation rates of foster youth. CWS Social Worker III employees, who were Master in Social Work (MSW) students in the Title IV-E program at an approved university, were placed at various Tulare County Office of Education (TCOE) school sites for the express purpose of working with and supporting foster youth and caregivers in their schools; engage and assess each foster youth's situation to overcome existing barriers preventing foster youth's path to graduation.
- III. **INTERN EDUCATION CASE MANAGER OVERVIEW:** Intern Educational Case Managers are COUNTY Social Worker III's currently employed with the COUNTY who are also enrolled in the Title IV-E Program. The Title IV-E Program is designed to place interns in SCHOOLS as described in Section IV and V.
 - **ROLE OF THE INTERN EDUCATION CASE MANAGER:** The Intern Education Case Manager may perform the following so long as it is not inconsistent with Education Code section 56055:
 - A. Coordinate a foster youth's move from one school site to another (e.g., new foster parent contact information, cumulative file).
 - B. Participate in developing & implementing a foster youth's IEP or 504 plan.
 - C. Participate in meetings addressing behavior of foster youth.
 - D. Participate in SARB meetings.
 - E. Provide referrals to supportive services offered by Community Based Organizations.
 - F. Complete other duties as assigned and approved by the SCHOOLS and COUNTY
- IV. **POPULATION TO BE SERVED:** The COUNTY intends to establish an Intern Education Case Manager Program to be a collaborative project with the SCHOOLS to provide family support for parents and children in need of counseling, school readiness, parenting education, social service resources, and/or referrals to community-based organizations.

- V. **INTERN OVERSIGHT AND PLACEMENT:** A County Title IV-E Program Manager, or a SCHOOLS Foster Youth Liaison will oversee the Intern Education Case Manager. Supervision and school site placement will include the following:
- Interns will be assigned to a school site for a total of two (2) semesters for 20 hours a week.
 - The field supervisor will be the COUNTY Title IV-E Program Manager, or the Forster Youth Liaison.
 - The COUNTY Title IV-E Program Manager will promote the intern placement at a school site with second year Master in Social Work (MSW) students.
 - Foster Youth Liaisons and/or designated administrative personnel (such as the Director of Special Education) will also oversee the interns on a daily basis (this will vary depending on the school).
- VI. **BENEFITS FOR SCHOOLS AND COUNTY:** The benefits will include:
- Improved communication between Child Welfare Services and SCHOOLS for the benefit of the children and families we both serve.
 - Improved outcomes for foster youth by ensuring academic success and coordinating services to address issues including behavior difficulties, attendance, social skills, and placement stability.
 - Increased communication between community partners (Probation, CASA, COUNTY, and SCHOOLS) in order to ensure the success of foster youth.
- VII. **WORKSTATION/COMPUTER FOR THE INTERN:** The SCHOOLS will provide a workstation and may provide a computer at each school site for the intern. COUNTY will supply a laptop computer for the intern to check-out and transport to their school site workstation on their internship days.
- VIII. **TERM:** This MOU will commence July 1st, 2021 to June 30, 2024 or until termination by either party upon thirty (30) days written notice.
- IX. **AMENDMENTS:** Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with charges pursuant to federal or state laws, regulations, or policies affecting MOU's, rulings, pertinent regulations, or funding.
- X. **INDEMNIFICATION:** COUNTY and SCHOOLS shall hold harmless, defend and indemnify the other party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY or SCHOOLS property, arising from, or in connection with, the performance by the COUNTY or SCHOOLS or its agents, officers and employees under this MOU. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.

- XI. **THIRD PARTY RIGHTS:** Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- XII. **COMPLIANCE WITH LAW:** COUNTY and SCHOOLS shall ensure that Intern Education Case Managers provide services in accordance with applicable federal, state, and local laws, regulations and directives.
- XIII. **COMPENSATION:** Neither party to this MOU shall be obligated to pay any monetary compensation to the other.
- XIV. **SCHOOLS INSURANCE:** The SCHOOLS will maintain, at their own expense throughout the term of this MOU, policies of insurance from a carrier rated A or better by AM Best or through a qualified program of self-insurance which will include, but not be limited to, comprehensive general liability in an agreement not less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate. SCHOOLS shall also carry professional liability covering the activities of SCHOOLS'S employees under this MOU in an agreement of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- XV. **INTERN EDUCATION CASE MANAGER INSURANCE:**
 - a. **WORKERS' COMPENSATION:** Intern Education Case Managers participating in the program are employees of the COUNTY and COUNTY shall provide workers' compensation insurance to Interns while participating in the program.
 - b. **PROFESSIONAL LIABILITY:** SCHOOLS acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability insurance for each Case Manager participating in the program during the full period of any internship with COUNTY. Such insurance shall protect the Case Manager against liability arising from any and all negligent acts or incidents caused by the Case Manager, shall be not less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate and shall be written through a carrier rated A or better by AM Best. SCHOOLS shall provide to COUNTY evidence of coverage.
- XVI. **SCHOOLS RESPONSIBILITY:** SCHOOLS agrees to advise everyone it assigns or hires to perform any duty under this MOU that they are not employees of SCHOOLS, even if they sometimes work with interns or Title IV-E Program Managers. Subject to any performance criteria contained in this MOU, SCHOOLS shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over SCHOOLS as to how the services will be performed. The COUNTY, does retain oversight over its employees as described in Section XVII. As SCHOOLS is not COUNTY'S employee, SCHOOLS is responsible for paying all required state and federal taxes. In particular, COUNTY will

not:

- A. Withhold FICA (Social Security) from SCHOOLS'S payments.
- B. Make state or federal unemployment insurance contributions on SCHOOLS'S behalf.
- C. Withhold state or federal income tax from payments to SCHOOLS.
- D. Make disability insurance contributions on behalf of SCHOOLS.
- E. Obtain unemployment compensation insurance on behalf of SCHOOLS.

Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of SCHOOLS to assure compliance with this MOU.

XVII. EMPLOYMENT STATUS/GROUNDS FOR REMOVAL: All Students are enrolled in the Title IV-E Internship Program that places County Social Worker III employees as interns at SCHOOLS. Interns will perform all services under this MOU as employees of the COUNTY. Nonetheless, COUNTY may request that SCHOOLS remove from the Internship Program any Student whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow SCHOOL's administrative policies, procedures, rules, and regulations. SCHOOLS agrees to immediately remove such Student at the COUNTY's request. In this event, Student shall have no right to appeal their removal from the Internship Program to the COUNTY. SCHOOLS must inform all Students that (1) they can be removed from the Internship Program at the COUNTY's request; and (2) should they be removed from the Internship Program, they shall have no appeal rights to the COUNTY.

XVIII. INDEPENDENT CONTRACTOR STATUS: This Agreement is entered into by both parties with the express understanding that SCHOOLS will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the SCHOOLS or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of SCHOOLS to ensure compliance with this Agreement.

This section does not apply to Intern Education Case Manager, since Intern Education Case Manager is an employee of COUNTY and will perform all services required under this Agreement as an employee of the COUNTY.

XIX. GOVERNING LAW

This MOU shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

XX. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Fax No: 559-737-4059

Phone No: 559-624-8000

SCHOOLS:

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Tammy McKean

PO Box 5901

Visalia, CA 93278

Fax No:

Phone No: 559-730-2910 Ext.5120

(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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

XXI. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:

This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.

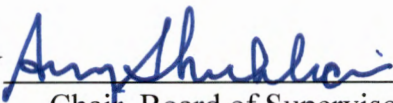
XXII. As trainees, and solely for the purposes provided in this section, Intern Education Case Managers shall be considered as members of COUNTY's "workforce" as defined by the HIPAA regulations at 45 CRF § 160.103, and shall be subject to COUNTY's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. COUNTY shall provide Intern Education Case Managers with substantially the same training that it provides to its employees for such purposes.

[THIS SECTION LEFT BLANK INTENTIONALLY. SIGNATURES TO FOLLOW IN THE
NEXT PAGE]

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

COUNTY OF TULARE

Date: 10/29/2021

BY 
Chair, Board of Supervisors

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

By *Meredith Lane*
Deputy Clerk



TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 6/8/2021

By *Tim A. Arne*
DocuSigned by:
043CC690B975450

Approved as to Form
County Counsel

By *Eric Scott*
Deputy

Date 6/9/21

Matter No.: 2021333