

**COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of July 1, 2022, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **FAMILY SERVICES OF TULARE COUNTY**, a California Non-Profit Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this MOU, which is made with reference to the following:

- A. WHEREAS, COUNTY determined that a present need exists for services set forth in this MOU for its Probation Connections Center; and
- B. WHEREAS, COUNTY is authorized to enter into this MOU by the laws and regulations to which COUNTY is subject to; and
- C. WHEREAS, COUNTY and CONTRACTOR agree that the terms and conditions of this MOU apply to the services to be provided hereunder; and
- D. NOW, THEREFORE, in consideration of the promises contained herein, the Parties hereby agree as follows:

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This MOU becomes effective July 1, 2022 and expires at 11:59 PM on June 30, 2023, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this MOU.
- 2. **SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** CONTRACTOR shall not charge for its services to COUNTY in accordance with the attached **Exhibit B**.
- 4. **INSURANCE:** Before approval of this MOU 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 MOU 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. **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 prepaid and addressed as follows:

**COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING**

COUNTY:

TULARE COUNTY PROBATION DEPARTMENT
3241 West Noble Avenue
Visalia, CA 93277
Phone No.: 559-608-9000
Fax No.: 559-687-6982

With a Copy to:

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

CONTRACTOR:

FAMILY SERVICES OF TULARE COUNTY
PO Box 429
Visalia, CA 93279
Phone No.: 559-732-1970
Fax No.: 559-730-1997

(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.

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

8. COUNTERPARTS: The Parties may sign this MOU 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 MOU 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 MOU.

9. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this MOU 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 MOU and to have the same force and effect as a manual signature. For purposes of this MOU, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this MOU and executed and adopted by a Party with the intent to sign this MOU, 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.

COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING

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

FAMILY SERVICES OF TULARE COUNTY

Date: 1.18.2023

By Stephanie Burrage

Print Name Stephanie Burrage

Title Chief Financial Officer | Interim Chief Executive Officer

Date: _____

By _____

Print Name _____

Title _____

[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: March 7, 2023

By [Signature]

Chair, Board of Supervisors
DENNIS TOWNSEND

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 Ameet K. Nagra
Deputy



Matter # 20221330

Date: 2/15/23

**COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING**

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services at the Probation Connections Center.

1. Violence & Abuse Intervention Groups: Probation-Certified Violence & Abuse Intervention programs for offenders. Options for three group types for community members that are court-ordered to attend:

A. Child Abuse Intervention (CAI):

52- week program for at risk parents who have perpetrated violence or abuse against a child, been named in cases of neglect, failure to protect, or have exposed children to Domestic Violence. Following a required intake/assessment appointment, clients will be placed in a group session setting facilitated by trained staff. Facilitators in the CAI group are Master's-level therapists (licensed and/or intern). The curriculum used for this program is "Responsible Parenting Curriculum RESPECTT" by Michele Koonin, MSW, MBA and Irean Hilt, MA from the Institute for Counseling, San Diego, CA and published by the Family Violence & Sexual Assault Institute, San Diego, CA (2002). The goals of the program are: provide parents the skills for developing awareness and sensitivity to the needs and changes of their children, develop an understanding of how trauma can impact a child, prepare parents for recognizing and dealing with the signs for trauma, and to develop parent's capacity for insight into their own behavior and appropriate ways to seek help and support. Services are provided in accordance with CA Penal Code Section 273.1(a) – (f).

B. Batterer's Intervention Treatment Program (BI):

The Batterer's Intervention Program is a 52-week program for perpetrators of domestic violence against intimate partners or other family members. Following a required intake/assessment appointment, clients will be placed in a group session setting facilitated by trained staff. Services are provided in accordance with CA Penal Code Section 1203.097. Groups are provided in a gender-specific format. Groups for male perpetrators are conducted by a trained facilitator utilizing the "Healthier Relationships" curriculum developed by Family Services of Tulare County (2010) with components incorporated from the evidence-based curriculum "Creating a Process of Change for Men Who Batter," which was developed by the Domestic Abuse Intervention Project (DAIP) in Duluth, MN. Groups for female perpetrators are conducted by a trained facilitator utilizing the "Treatment of Women Arrested for Domestic Violence: women ending abusive/violent episodes respectfully" curriculum created by Michele Koonin, MSW, MBA, Araceli Cabarcas, Ph.D., and Robert Geffner, Ph.D.

COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING

C. Anger Management (AM):

The Anger Management Program is a 14-week program that addresses non-familial violence and anger. Groups are conducted by a trained facilitator utilizing the "Anger Management Program Workbook" developed by Family Services of Tulare County (2011)

2. Parenting Classes: Family Services of Tulare County will utilize the ***Nurturing Parenting – Nurturing Skills for Families (NSF) Program*** as the basis of our parenting education program (www.nurturingparenting.com). Classes are offered in both English and Spanish and in the morning, afternoon, and evening hours. The NSF program is based on psycho-educational and cognitive-behavioral approaches to learning and focuses on "re-parenting," or helping parents learn new patterns of parenting to replace their existing, learned, or abusive patterns. The philosophy of the NSF program emphasizes the importance of raising children in a warm, trusting and caring household. It is founded on the belief that children who are cared for, grow to develop the capacity to trust, care for and respect themselves, other people, living creatures and the environment. It is founded on seven principles: Feelings of Attachment; Empathy; Nurturing Oneself; Gentle Touch; Discipline; Expressing Feelings; and Expectations of Self-Worth. Nurturing Parenting is included in SAMHSA's National Registry of Evidence-Based Programs & Practices (Substance Abuse and Mental Health Services Administration, 2010). Additionally, as listed on the California Evidence Based Clearing House (CEBC) this curriculum has a scientific rating of 3 "Promising Research Evidence" and a "Relevance to Child Welfare Populations" rating of 1 – High (<http://www.cebc4cw.org/program/nurturing-parenting-programs>.) Approximately 30 studies have been published or described in evaluation reports. The Nurturing Parenting programs are cost effective, validated, family-centered programs that have proven effectiveness in treating and preventing the recurrence of child abuse and neglect and helping families learn new attitudes and skills designed to reduce family dysfunction.

Parenting classes are conducted in an "open" format, meaning that parents may enter/exit the class at any point. The NSF curriculum is an 18-week program with an average class time of two hours per session. Class size for the NSF should not exceed 15 participants in order to maximize effectiveness.

3. Individual or Family Counseling: Provide clinical assessment and therapeutic interventions for clients in English and/or Spanish who have been referred by Probation.

**COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING**

EXHIBIT B

PAYMENT FOR SERVICES

CONTRACTOR will provide the services listed in Exhibit A at no cost to the **COUNTY**.

COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING

EXHIBIT C

INSURANCE
PROFESSIONAL SERVICES

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.*

**COUNTY OF TULARE
AND
FAMILY SERVICES OF TULARE COUNTY
MEMORANDUM OF UNDERSTANDING**

- 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 employer's 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.