



**Health & Human Services  
Agency  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** April 24, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Anita Guerrero    PHONE: 624-8082				

**SUBJECT:** Approve the Memorandum of Understanding with A Positive Attitude Outlook, Inc. Foster Family Agency

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve the Memorandum of Understanding with A Positive Attitude Outlook, Inc. Foster Family Agency to provide services on behalf of Tulare County Child Welfare Service's foster children through cooperation, collaboration, and sharing of appropriate information effective upon Board approval and signature through June 30, 2019; and
2. Authorize the Chairman of the Board to sign three (3) copies of the Memorandum of Understanding.

**SUMMARY:**  
Tulare County Health & Human Services Agency, Child Welfare Services Division has mandates from statutory codes that require placement of a child in a safe and caring foster home when a child is removed from his or her home due to abuse, neglect, and/or exploitation. Welfare and Institutions Code Section 16500 states, "The Legislation hereby declares its intent in providing for this statewide system of child welfare services that all children are entitled to be safe and free from abuse and neglect." As part of this legislation, Child Welfare Services monitors each foster family agency when any Tulare County foster child is placed in any of the County's foster homes for compliance with the delivery of services and placement regulations. Child Welfare Services meets quarterly with participating foster family agencies to ensure children are receiving quality services.

**SUBJECT:** Approve the Memorandum of Understanding with A Positive Attitude Outlook, Inc. Foster Family Agency

**DATE:** April 24, 2018

The Memorandum of Understanding (MOU) does not require a competitive Request for Proposal, as any foster family agency may request to enter into a Memorandum of Understanding.

The goal of the MOU is to provide a collaborative approach for the delivery of safe, secure, and compassionate homes that meet placement regulations and court ordered case plan services for foster children in Tulare County when removed from their home.

The following term deviates substantively from standard County boilerplate: The term of the MOU extends over two fiscal years, upon Board approval and signature through June 30, 2019.

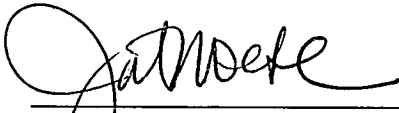
**FISCAL IMPACT/FINANCING:**

There is no additional net cost to the County General Fund.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the Quality of Life Initiative that will support monitoring of a foster family agency foster home for Tulare County foster children. The Memoranda of Understanding will encourage and support an innovative provision of quality supportive services for at-risk youth and children placed in the foster family agency foster homes. The quality of life for these at-risk youth and children will be improved with the support of the Memorandum of Understanding to be safe and free from abuse and neglect while placed in the foster family agency foster homes.

**ADMINISTRATIVE SIGN-OFF:**



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Juliet Webb  
Director of Human Services

Cc: Auditor-Controller  
County Counsel  
County Administrative Office (2)

Attachment(s): Memorandum of Understanding

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE A  
MEMORANDUM OF UNDERSTANDING WITH  
A POSITIVE ATTITUDE OUTLOOK, INC.  
FOSTER FAMILY AGENCY

)  
) Resolution No. \_\_\_\_\_  
) Agreement No. \_\_\_\_\_

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved the Memorandum of Understanding with A Positive Attitude Outlook, Inc. Foster Family Agency to provide services on behalf of Tulare County Child Welfare Service's foster children through cooperation, collaboration, and sharing of appropriate information effective upon Board approval and signature through June 30, 2019; and
2. Authorized the Chairman of the Board to sign three (3) copies of the Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF TULARE  
AND  
A POSITIVE ATTITUDE OUTLOOK, INC. FOSTER FAMILY AGENCY**

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 A Positive Attitude Outlook, Inc. Foster Family Agency (hereinafter called FFA) 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 has determined that a collaborative approach to the delivery of services to children and families may lead to the provision of more appropriate and effective delivery of services; and

**WHEREAS**, the COUNTY has determined that such collaboration may ultimately allow the FFA to provide appropriate services to children and families within existing consolidated resources; and

**WHEREAS**, the COUNTY has determined it is in the best interests of the FFA to establish a collaborative management of services provided to children and families; and

**WHEREAS**, the undersigned desire to enter into a MOU for the collaboration of services to families and children who would benefit from the cooperation, group effort, and the sharing of appropriate information by all parties; and

**WHEREAS**, the parties to this MOU agree to mutually implement the provisions of this MOU in order to meet the goals of the statewide Child Welfare Services system as described in Welfare and Institutions Code 16500, as follows:

*"The Legislature hereby declares its intent in providing for this statewide system of child welfare services that all children are entitled to be safe and free from abuse and neglect."; and,*

**WHEREAS**, the COUNTY reserves the right to place COUNTY foster children with the FFA that has signed this MOU and are in good standing with the COUNTY. An ongoing pattern of continued violations of this MOU will affect the good standing with the COUNTY and may affect placement; and,

**WHEREAS**, the parties to this MOU agree to mutually implement the provisions of California's Child Welfare Continuum of Care Reform as mandated by Welfare and Institutions Code 11461.2, as follows:

*"It is the intent of the Legislature to ensure quality care for children who are placed in the continuum of Aid to Families with Dependent Children-Foster Care (AFDC-FC) eligible placement settings."*

ACCORDINGLY, IT IS AGREED:

- I. The FFA will be responsible to:
  - A. Ensure that the physical, emotional, and academic needs of children in their care are met, agree to participate fully in the child and family's case plan as established by the COUNTY, and work to facilitate positive outcomes for children and families including the transportation for all case plan services as well as all medical, mental health, family visits, academic, and social events, and also in accordance with CCR implementation;
  - B. Maintain its licensure in good standing in accordance with all State requirements, including all applicable statutes and regulations;
  - C. Provide the COUNTY CWS Social Worker with the form, "Foster Family Agency CWS/CMS Contact/Service Deliver Log (SOC 160)" following the completion of all face-to-face contacts with COUNTY foster children at a minimum of once a month;
  - D. Provide all applicable information regarding case plans, reports, evaluations, or other information deemed appropriate at the FFA and COUNTY (CWS) meetings;
  - E. Provide the COUNTY with informational updates on its certified and decertified (with the reason why they decertified) family homes by the 10<sup>th</sup> of each month (i.e., telephone numbers and composition of the home). The informational list for the certified family homes will include the physical address of the foster parent and not the address of the FFA headquarters;
  - F. Contact the assigned COUNTY CWS Social Worker and/or the assigned COUNTY CWS Social Worker's Supervisor immediately (within two hours) upon the occurrence of any incident as described in Title 22, Division 6, Chapter 9.5, Article 3, Section 89361(a) (<http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/ffhman3.pdf>). For emergency after-hours issues, the FFA will contact the COUNTY CWS Hotline Telephone number: 1-800-331-1585;
  - G. Contact the County CWS Manager when the COUNTY CWS Social Worker and the COUNTY CWS Supervisor cannot be reached during regular work hours, if a question on CWS practice protocols occurs and regular communication is at a standstill;
  - H. Foster Family Decertification and/or "Roll Over." Roll over refers to the action by which a certified family voluntarily or involuntarily departs from one FFA (current FFA) to become a member of another FFA (prospective FFA), Licensed County Home or if a Licensed County Home wishes to certify with a FFA. *If COUNTY foster children are involved, they are not automatically moved with the family without a staffing prior to the change;*
    - i. The FFA will notify the COUNTY immediately when an emergency arises requiring the movement of a COUNTY (CWS) placed child. Otherwise, FFA shall notify COUNTY at least sixty (60) days prior to any foster parent(s) decertifying. To ensure the safety, permanency, and well-being of the child is met, the FFA will provide a synopsis to the COUNTY of the foster family seeking decertification. The COUNTY will have full discretion to determine appropriate or continued placement with the foster family and/or the FFA.
    - ii. Both the current FFA and the prospective FFA will notify the FFA foster parent that they cannot "roll over" with any COUNTY foster child without

the prior approval of the COUNTY. The same provisions will carry when a FFA foster parent wishes to "Roll Over" to a Licensed County Home.

- iii. Both the current FFA and the prospective FFA will notify the COUNTY immediately if an emergency arises requiring the movement of a foster child. Otherwise, FFA will notify COUNTY at least 60 days upon knowledge of, or at the request of, any foster parent who currently has a COUNTY foster child prior to rolling over from the current FFA to another FFA or County Home. The current FFA will attend a staffing with the COUNTY, prospective FFA, and foster parent(s) to discuss the best interest of the child. The COUNTY will have discretion to determine appropriate or continued placement with the current family. The COUNTY will determine if appropriate notification timelines listed in this provision were followed by the prospective FFA and the current FFA.
- iv. The prospective FFA will notify the current FFA immediately if an emergency arises. Otherwise, FFA will notify COUNTY at least 60 days upon knowledge of, or at the request of, the current FFA to the prospective FFA when a COUNTY foster child is involved. The COUNTY foster child will not be automatically moved with the family without a staffing with the COUNTY prior to the change.
- I. Coordinate with the COUNTY CWS Social Worker for after-hours placements. The after-hours placement agreement form, "Placement Agency – Foster Family Agency Agreement (SOC 154A)" must be signed by the FFA Social Worker at the time of placement (faxing or emailing the signed placement agreement at the time of placement will be accepted);
- J. Conduct supervised visitations as described in COUNTY Policy #40-03 and complete approved COUNTY forms associated with each visit when a COUNTY foster child is involved;
- K. Provide transportation to the school of origin for the COUNTY foster child to be in compliance with Assembly Bill 490, as applicable;
- L. Attend a staffing with the COUNTY CWS Social Worker, the FFA, current foster parent(s), prospective foster parent(s), and COUNTY foster child, as applicable and age appropriate, to discuss the best interest of the COUNTY foster child when a change of placement is being considered, unless it's an emergency (one of abuse);
- M. Notify the COUNTY of any intended move of the COUNTY foster child and attend any associated Team Decision-Making (TDM) meeting via Seven-Day notice prior to moving a child. TDMs should be requested prior to issuing a formal seven-day notice when placement stability is at risk. COUNTY foster children are not to be automatically moved between certified homes without a staffing prior to the change unless the COUNTY foster child is in imminent risk;
- N. Provide at least seven (7) days advance notice to the COUNTY if removal of a COUNTY foster child is requested unless it is agreed upon with the COUNTY that less time is necessary as noted on the SOC 156 form;
- O. Arrange respite care for the COUNTY foster child as needed. Respite care cannot be used by an FFA foster parent to avoid giving a Seven-Day notice;
- P. Attend and participate at all case staffings as required by COUNTY;

- Q. FFA Social Workers may attend the Social Worker Core Trainings conducted by the Central California Training Academy (CCTA). The Social Worker Core Trainings are provided in a cycle throughout a 12 month period;
- R. FFA Social Workers will review the personal rights (as defined in Welfare and Institutions Code §16001.9 (LIC 613B form)) with the child and the FFA Foster Parent every 90 days prior to the child's status review hearing and every 90 days after the child's status review hearing. The child, or for children under the age of ten, the child's representative must sign the LIC 613B. A copy of the completed LIC 613B is to be sent to the COUNTY;
- S. The FFA is required to post a copy of the child's personal rights in areas accessible to the public and in the FFA foster home;
- T. The FFA director must attend the quarterly FFA/CWS meeting. If the director cannot attend, a designee must be assigned to attend.
- U. The FFA will ensure that their agency representative will have someone available to answer the phone on weekends, evenings and holidays, also providing to the COUNTY updated contact information for after-hour coverage.
- V. Upon issue of the MOU, the FFA will provide the County with a description and schedule of training curriculum they provide to their FFA foster homes.

II. COUNTY will be responsible to:

- A. Provide required information to the FFA including the child's Case Plan, child's Placement Needs and Services Plan, Health and Education Passport, Protected Information, Medi-Cal card, Medical Authorization, Consent to Treatment Form and JV -220 with a seven (7) calendar day turnaround;
- B. Communicate and coordinate with the FFA regarding case plans, visitation, transportation, and placement changes on behalf of children and families;
- C. Input into Child Welfare Services/Case Management Services (CWS/CMS) database the "Foster Family Agency CWS/CMS Contact/Service Deliver Log (SOC 160)" upon receipt from the FFA;
- D. Input into Child Welfare Services/Case Management Services (CWS/CMS) database the physical address of the FFA foster home where the child is placed on the "Placement Page." The address of the FFA headquarters is to be input into CWS/CMS on the "Payee Page";
- E. Provide to the FFA an updated Tulare County CWS Roster with telephone numbers and e-mail addresses for each COUNTY CWS case carrying Social Worker, COUNTY CWS Supervisor, and COUNTY CWS Manager, including the Foster Care Ombudsman on a monthly basis.
- F. Foster Family Decertification and/or "Rollover." *If COUNTY foster children are involved, they are not to be automatically moved to a new placement without a staffing with the COUNTY prior to the placement change;*
  - i. If a family with a COUNTY foster child decertifies from a FFA and is not seeking to certify with another FFA or County Home, the COUNTY will conduct a staffing with the COUNTY CWS Social Worker, the current FFA, and the foster parent(s) to discuss the best interest of the child prior to removal of said child.

- ii. If a family with a COUNTY foster child decertifies from one FFA to join another FFA or become a licensed County Home (rolling over) and is seeking to continue caring for the COUNTY foster child, the COUNTY will coordinate and conduct a meeting with the COUNTY CWS Social Worker, current FFA, prospective FFA (if FFA to FFA roll over), and foster parent(s) to discuss the best interest of the child. The COUNTY will have discretion to determine appropriate or continued placement. The COUNTY does not guarantee continued placement for said child. The COUNTY's decision will be partly based on the prospective FFA's good standing in accordance with all requirements of this Memorandum of Understanding that include: to collaborate, to cooperate, and to share appropriate information within specified time lines with other parties existing within this jurisdiction.
    - iii. County will notify FFA upon receipt of application of any FFA home applying to become a Tulare County Licensed Foster Home.
  - G. Coordinate with the FFA Social Worker for after-hours placements. The COUNTY CWS Social Worker will contact the FFA Social Worker during a placement to obtain their signature on the placement agreement form, "Placement Agency – Foster Family Agency Agreement (SOC 154A)" (faxing the placement agreement will be acceptable);
  - H. Provide to the FFA approved COUNTY forms and guidelines to conduct Supervised Visitations and provide the "Foster Family Agency CWS/CMS Contact/Service Delivery Log (SOC 160)" for face-to-face contacts with COUNTY foster children by the FFA;
  - I. Conduct a staffing with the COUNTY CWS Social Worker, the FFA, current foster parent(s), and prospective or new foster parent(s) to discuss the best interest of the child when placement may be disrupted;
  - J. The COUNTY CWS Social Worker will notify the FFA and the FFA Foster Parent of all case staffings where FFA participation is required;
  - K. The COUNTY CWS Social Worker will arrange Team Decision-Making (TDM) meetings and notify all participants including FFA Administration;
  - L. Provide date, time, and location information to the FFA for the Social Worker Core Trainings conducted by the Central California Training Academy;
  - M. The COUNTY CWS Social Worker will provide and review the Personal Rights (LIC 613B) form at the time of placement with all foster youth and the care provider(s), as defined in Welfare and Institutions Code §16001.9, and obtain the child's signature for children over the age of ten. The social worker will review these rights with the child every six months prior to the child's status review hearing and every six months after the child's status review hearing.
- III. This MOU is a statement of the responsibilities and commitment of both parties to the COUNTY children and families.
  - IV. TERM: This MOU is effective upon signature through June 30, 2019.
  - V. COMPLIANCE WITH LAW: FFA shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to FFA'S employees, FFA shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security,



disability insurance, workers' compensation insurance, and discrimination in employment.

- VI. **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 in compliance with charges pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.
- VII. **RECORDS AND AUDIT:** FFA shall maintain complete and accurate records with respect to the services rendered under this MOU. In addition, FFA shall maintain complete and accurate records with respect to any employees or subcontractors performing work under this MOU. All such records shall be prepared in accordance with generally accepted accounting and/or record keeping procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, FFA shall make such records available within Tulare County to the COUNTY or its designee, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of expiration or termination under this MOU.
- VIII. **INSURANCE:** Prior to approval of this MOU by COUNTY, FFA shall file with the submitting department evidence of required insurance as set forth in Exhibit A attached. Insurance policies shall not be used to limit FFA's liability or to limit the indemnification provisions and requirements of this MOU or act in any way to reduce the policy coverage and limits available from the insurer(s).
- IX. **INDEMNIFICATION:** The FFA shall hold harmless, defend and indemnify COUNTY, 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 property, arising from, or in connection with, the performance by the FFA 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.
- X. **TERMINATION:**
- (a). Without Cause: County will have the right to terminate this MOU without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. FFA agrees to return to COUNTY any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this MOU. No sanctions will be imposed.
- (b). With Cause: This MOU may be terminated by either party should the other party:
- (1) be adjudged or bankrupt, or
  - (2) become insolvent or have a receiver appointed, or
  - (3) make a general assignment for the benefit of creditors, or
  - (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this MOU, or
  - (5) materially breach this MOU.

In addition, COUNTY may terminate this MOU based on:

- (6) material misrepresentation, either by FFA or anyone acting

On FFA'S behalf, as to any matter related in any way to COUNTY'S retention of FFA, or

(7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of FFA to competently provide the services under this MOU, or expose the COUNTY to an unreasonable risk of liability.

(c). Effects of Termination: Expiration or termination of this MOU shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the MOU, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where FFA'S services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the FFA.

(d). Suspension of Performance: Independent of any right to terminate this MOU, the authorized representative of COUNTY for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by FFA to comply with the provisions of this MOU, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

XI. NOTICES: 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:**

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY  
CONTRACTS UNIT  
5957 S. MOONEY BLVD  
VISALIA, CA 93291  
Phone No. (559) 624-8000  
Fax No. (559) 737-4059

**FOSTER FAMILY AGENCY:**

A POSITIVE ATTITUDE OUTLOOK, INC.  
4828 N. FIRST ST., SUITE #101  
FRESNO, CA 93726  
Phone No.: (559) 248-2670

XII. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise; training and experience of FOSTER FAMILY AGENCY and FOSTER FAMILY AGENCY'S employees and no part of this MOU may be assigned or subcontracted by FOSTER FAMILY AGENCY unless COUNTY is given prior written notice of intent to subcontract and/or assign and COUNTY does not object to the subcontract and/or assignment within five (5) days from the date notice is received.

XIII. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this MOU.

- XIV. NO THIRD-PARTY BENEFICIARIES INTENDED: 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.
- XV. 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 or 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.
- XVI. ASSURANCES OF NON-DISCRIMINATION: FFA shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- (a). It is recognized that both the FFA and the County have the responsibility to protect the County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace.
  - (b). Accordingly, FFA agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities.
  - (c). The County in its sole discretion, has the right to require FFA to replace any employee who provides services of any kind to County pursuant to this MOU with other employees where County is concerned that its employees or clients may have been or may be subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this MOU with or without cause as provided for herein.
- XVII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
- (a). FFA shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in EXHIBIT B attached.
  - (b). At termination of this MOU, FFA shall, if feasible, return or destroy all protected health information received from, or created or received by, FFA on behalf of COUNTY that FFA still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this MOU to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
  - (c). COUNTY may immediately terminate this MOU if COUNTY determines that FFA has violated a material term of this provision.

XVIII. GOVERNING LAW: This Agreement 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.

XIX. CULTURAL COMPETENCE AND DIVERSITY: CONTRACTOR shall comply with the Cultural Competence exhibit, as set forth in EXHIBIT C attached.

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

COUNTY OF TULARE

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

A POSITIVE ATTITUDE OUTLOOK, INC. FOSTER  
FAMILY AGENCY

Date: 8/17/17 BY [Signature]  
TITLE 24 Director

Date: 8/17/17 BY [Signature]  
TITLE Secretary/Treasurer

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By [Signature]  
Deputy (2016720)

Date 9/2/18

**EXHIBIT A**  
**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. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. 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 five (5) 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: or automobiles owned, leased, hired or borrowed by the CONTRACTOR.
  - 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. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior 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.
  - a. Waiver of Subrogation. 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, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. DeductiblesandSelf-InsuredRetentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. AcceptabilityofInsurance

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.

F. VerificationofCoverage

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.

**Exhibit "B"**  
**HIPAA REQUIREMENT**

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
  2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
  3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
  7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
  2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
  4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
  5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524



6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

- F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.

## EXHIBIT "C"

### CULTURAL COMPETENCE AND DIVERSITY

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and COUNTY agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.