

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

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

THIS AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_ between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and TULARE COUNTY 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 CWS program; and
- 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, 2018 and expires at 11:59 PM on June 30, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibit A.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibit B.
- 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" 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 and E can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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

**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 prepaid and addressed as follows:

**COUNTY:**

Contracts Unit  
 Tulare County Health and Human  
 Services Agency  
 5957 S. Mooney Blvd.  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-713-3718

**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:**

Tulare County Superintendent of Schools  
 6200 S. Mooney Blvd.  
 Visalia, CA 93277  
 Phone No.: 559-730-291  
 Fax No.: 559-730-2511

(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.

**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.

**COUNTY OF TULARE  
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**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

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

Date: H-30-18

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

By: 

Print Name Jim Vidak

Title County Superintendent of Schools

Date: 5-2-18

By: 

Print Name Tammy McKean

Title Assistant Superintendent

[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: \_\_\_\_\_

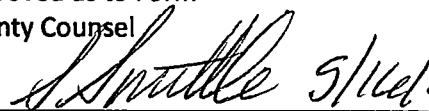
By: \_\_\_\_\_

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

Approved as to Form  
County Counsel

By:  5/16/18

Deputy

Matter # 2018450

**Fiscal Year 2018-2021  
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 section 42920-25. Under this direction TCOE has contracted to serve pupils in foster care in Tulare County.

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

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

The purpose of this agreement is 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 in Family Maintenance.

**ROLES AND RESPONSIBILITIES**

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

**Fiscal Year 2018-2021  
Exhibit A**

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

- Work closely with CWS to ensure that there are no duplication of activities to serve foster youth
- Ensure pupils 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 pupil in foster care is quickly enrolled in classes
- 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
- Work to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children
- 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 educational needs for 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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Tulare County Superintendent of Schools  
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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 Programs, 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
- 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 joint agreement with CWS

CWS agrees to:

- Work in partnership with TCOE to achieve the identified goals and outcomes
- 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 while partnering to establish target youth populations and prioritizing needs based on funding
- Provide a venue 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
- Provide access to the Child Welfare System/Case Management System (CWS/CMS) for the purpose of:

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Exhibit A**

Tulare County Superintendent of Schools  
6200 South Mooney Blvd  
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- o Data entry to update information into the Health and Education Passport
- o Obtain pertinent information to assist TCOE to assess and provide services to foster youth

**CONFIDENTIALITY, MULTIDISCIPLINARY TEAM PROTOCOL, AND RECORDS**

**Confidentiality:**

Both Parties and their officers, employees, agents and subcontractors shall comply with 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 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. A copy of the MDT protocols will be distributed to each person who attends the MDT Confidentiality and Mandated Reporting training upon completion.

**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

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Exhibit A**

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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 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.

CWS will provide training to TCOE staff on the usage of CWS/CMS.



**Fiscal Year 2018-2021  
Exhibit B  
Compensation**

Tulare County Superintendent of Schools  
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Visalia, CA 93277

The following details this fiscal pass through for each year over the three year contract period: Totaling \$717,285

**Fiscal Year 18/19**

Title IV-E Administrative Cost Reimbursement	\$222,695
TCOE Match	\$327,170
TCOE Total Cost	\$549,865

**Fiscal Year 19/20**

Title IV-E Administrative Cost Reimbursement	\$238,290
TCOE Match	\$350,080
TCOE Total Cost	\$588,370

**Fiscal Year 20/21**

Title IV-E Administrative Cost Reimbursement	\$256,300
TCOE Match	\$376,540
TCOE Total Cost	\$632,840

**Total: July 1, 2018 through June 30, 2021**

Title IV-E Administrative Cost Reimbursement	\$717,285
TCOE Match	\$1,053,790
TCOE Total Cost	\$1,771,075

The maximum obligation of Tulare County under this agreement shall be \$717,285, over a 3 year period, or the actual federal share of allowable costs, whichever is less. Tulare County shall submit a quarterly claim to 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 performance of Title IV-E allowable administrative activities. Upon receipt of the reimbursement, Tulare County

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**Compensation**

Tulare County Superintendent of Schools  
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will provide to TCOE at the conclusion of each quarter the amount received. This amount will 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 \$1,053,790 of the total program cost over the three year contract period, representing the non-federal share of 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 disallowances by the State and Federal Government.

TCOE is responsible to maintain 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 that is 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

### NON-PROFESSIONAL SERVICES 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. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate 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 must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. 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.

#### B. Specific Provisions of the Certificate

1. If any of 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 OF TULARE, 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 materials, parts, or equipment furnished in connection with such work or operation.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 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 provide that coverage shall not be canceled, except with written notice to the COUNTY.*
  - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the 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.*

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 forwarded to 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.