

Tulare County

Interagency

And

Community Agreement

To Address the Educational Needs

Of

Foster Youth

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Legislative Intent

Welfare and Institutions Code – WIC 16501.1

Effective January 1st, 2010, a case plan shall ensure the educational stability of the child while in foster care and shall include both of the following:

(A) An assurance that the placement takes into account the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

(B) An assurance that the placement agency has coordinated with the person holding the right to make educational decisions for the child and appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement or, if remaining in that school is not in the best interests of the child, assurances by the placement agency and the local educational agency to provide immediate and appropriate enrollment in a new school and to provide all the of the child's educational records to the new school.

Foster Youth Definition under LCFF: Education Code §42238.01

- Any child who is the subject of a juvenile dependency court (Cal. Welfare & Inst. Code §300) petition whether or not the child has been removed from his or her home;
- Any child who is the subject of a juvenile delinquency court (Cal. Welfare & Inst. Code §602) petition **and** who has been removed from his or her home by the court and placed into foster care under a "suitable placement" order. This includes youth who have been placed in a foster home, relative home; or group home. It does not include youth who have been placed in a juvenile detention facility, such as a juvenile hall or camp. **However**, all laws discussed in this agreement apply to all probation youth, regardless of their placement.
- Any youth age 18 to 21 who is under the transition jurisdiction of the juvenile court (i.e., is in extended foster care). See SB 859 (2014), Cal. Educ. Code §42239.01

INTERAGENCY AGREEMENT

This Agreement for the Coordination and Tracking of county Compliance with Every Child Succeeds Act, and the California Assembly Bill 490, as they relate to Foster Youth in Tulare County. This MOU shall be effective upon signature and shall continue in effect unless terminated by any participant upon 30 days' written notice.

The Tulare County Office of Education, (TCOE) Foster Youth Services

And

Placing agencies, which includes;

- Tulare County Department of Child Welfare Services (CWS)
- Tulare County Probation Department

And

Local Education Agencies, which include:

The Academies

Charter Management Organization

Allensworth School District

Alpaugh Unified School District

Alta Vista School District

Buena Vista School District

Burton School District

Columbine School District

Cutler-Orosi Joint Unified School District

Dinuba Unified School District

Ducor Union School District

Earlimart School District

Eleanor Roosevelt Community Learning Center

Exeter Unified School District

Farmersville Unified School District

Hope School District

Hot Springs School District

Kings River Union School District

Liberty School District

Lindsay Unified School District

Monson-Sultana Joint Unified School District

Oak Valley Union School District

Outside Creek School District

Palo Verde Union School District

Pixley Union School District

Pleasant View School District

Porterville Unified School District

Richgrove School District

Rockford School District

Saucelito School District

Sequoia Union School District

Springville Union School District

Stone Corral School District

Strathmore Union School District

Sundale Union School District

Sunnyside Union School District

Terra Bella Union School District

Tulare Joint Union High School District

Three Rivers Union School District

Valley Life Charter Schools

Tipton School District

Visalia Unified School District

Traver Joint School District

Waukena Joint Union School District

Tulare City School District

Woodlake Unified School District

Tulare County Office of Education

Woodville Union School District

And Tulare County Juvenile Court System

And Community Partners, which include;

- Court Appointed Special Advocates (CASA)

And Educational Partners, which include:

- Special Education Local Area Plan (SELPA)

All parties listed above are collectively referred to as "Participant(s)." These Participant(s) agree to collaborate and cooperate together for the educational benefit of foster youth in Tulare County.

SCOPE OF AGREEMENT

The Participant(s) have mutually agreed to develop a plan for the purpose of providing improved educational outcomes for students in foster care. Participant(s) will work together to ensure students' health and educational records are current and accurate, that transfer of records occurs in a timely manner, that disputes regarding transportation or service delivery are resolved promptly, and that students in foster care are educated in the appropriate educational placement in the least restrictive environment. (Ed. Code 48850 & 49069.5, Gov. Code 7579.1)

APPLICABILITY

Youth ages 4-21, who are identified as in foster care and reside in Tulare County.

DELINEATION OF RESPONSIBILITIES

RESPONSIBILITY OF THE TCOE –FOSTER YOUTH COORDINATOR

1. TCOE will work through their Special Services Division Foster Youth Services Coordinator (FYC) to ensure each district has a designated Foster Youth Liaison.
2. The FYC will maintain an up-to-date list of district Foster Youth Liaisons on the TCOE website
3. The FYC will keep an up-to-date list of contact information for individuals involved in this agreement.
4. The FYC will schedule and inform Participant(s) of Foster Youth Liaison Committee meetings.
5. The FYC, in conjunction with the Foster Youth Liaison, will facilitate coordination of training relative to this agreement.
6. The FYC will be the point of contact for all Participant(s) for the Foster Youth Liaison.
7. The FYC will monitor and track changes in laws, regulations and legislation that impact this agreement and provide the Foster Youth Liaison with this updated information.
8. The FYC will track outcomes, as determined by the Participant(s) of this Agreement, and take a lead role in collecting and assimilating the information required in State reports and AB490 as they relate to foster youth.
9. The Foster Youth Coordinator will provide regular updates to all Foster Youth Liaisons on changes of school placement of foster youth within their districts.

10. Foster Youth Coordinator will gather educational and demographic information from school districts to identify educational need and prioritize interventions in conjunction with the Foster Youth Liaison. (WIC 16000, EC 42921).
11. The Foster Youth Coordinator will work with Placing Agencies to maintain up-to-date Health and Education Passports on all foster youth. (WIC 16010).

RESPONSIBILITY OF THE LOCAL EDUCATION AGENCY (LEA)

1. LEAs will appoint a Foster Youth Liaison for each school district. (AB 490 Sec. 4 & Ed Code 48853; 5 (b) 42. U.S.C. §11432(g)(3))
2. The Foster Youth Liaison will act as a conduit through which foster youth health and education information will be received and disseminated.
3. Foster Youth Liaisons will participate in educational placement decisions in consultation with the youth and the person holding educational rights. (AB 490 & Ed. Code 48850(b), 48853.5(c))
4. Educational decisions will be made in the best interest of foster youth. (Ed. Code 48850(a))
5. If a Foster Youth Liaison wishes to recommend that a foster youth not continue in the same school, he/she must provide the youth and the person holding the educational rights with a written explanation stating the basis for the decision. (AB490 Sec. 4 & EC 48853.5 (d)(6) 42. U.S.C.§11432(g)(3))
6. If a dispute arises regarding school placement, the Foster Youth Liaison will ensure youth shall remain in his/her school of origin until the dispute is resolved. (AB 490 Sec. 3 & EC 48853(c) 42. U.S.C.§11432(g)(3))
7. If unable to resolve a dispute regarding school placement within two work days, the issue shall be addressed by a resolution meeting called by TCOE Foster Youth Coordinator with the following Participant(s): The Placing Agency, Foster Youth Liaison, CASA if appointed and Counsel for the child(ren). The meeting shall take place by telephone and/or conference call. If the matter is not resolved, the holder of education rights or the Child's Counsel shall take whatever steps necessary to bring matter before the Court.
8. Foster youth will be allowed immediate enrollment following a change in schools without regard to proof of residency, immunizations, academic or medical records, school uniforms or other documentation. (EC 48853.5(d)(7)(B) 42. U.S.C.§11432(g)(3))

9. The Foster Youth Liaisons will coordinate with appropriate parties to ensure that a foster youth's grades are not lowered due to absences caused by placement changes, attendance at a court hearing, or other court ordered activities. EC49069.5(g) (h)
10. Foster Youth Liaison will award credit to foster youth for full or partial coursework satisfactorily completed while attending another public school, juvenile court school, or nonpublic, nonsectarian school. (AB 490 Sec. I and Ed. Code 48645.5)
11. Foster Youth Liaisons will work with any youth that changes schools during their 11th and 12th grades to determine if they are eligible for AB1167/216 - foster youth, AB2306 - students transitioning from a juvenile court school. Eligibility will be documented on their transcripts.
12. The Foster Youth Liaison will coordinate with appropriate parties to ensure that a foster youth grades are not lowered due to absences caused by placement changes, attendance at a court hearing, or other court ordered activities. (Ed Code 49069.5 (g-h))
13. Upon learning that a youth will be transferring to a new district, the Foster Youth Liaison in the district where the youth currently resides will immediately, in a time period not to exceed 2 work days, contact his/her counterpart in the new district to coordinate the transfer. (AB490 Sec. 4 & Ed. Code 48853.5(b))
14. Upon notification, Foster Youth Liaison will assist in ensuring a youth's academic records are transferred within 2 days of notification of transfer to new district. Academic records will include: AB490 Sec. 4, Ed. Code 48853.5 (b)(2); 49069.5(d)- (e)
 - A. Full or partial credits earned
 - B. Classes taken
 - C. Grades
 - D. Immunizations
 - E. Special education plan, Individual Education Plan (IEP), 504 plan, evaluation information
15. LEAs will provide Placing Agency and TCOE FYS staff access to youth's school records without parental consent or court orders. Records will include grades, attendance, discipline, high school transcripts, and state testing results when available. (EC49076(a))
16. Foster Youth Liaisons will ensure and facilitate proper school placement, enrollment, and checkout from school.
17. Foster Youth Liaisons will maintain an updated and confidential list of foster youth within

their district, and will only share with school staff needing the information to meet the educational needs of foster youth.

18. Foster Youth Liaison will share educational and demographic data on foster youth with the TCOE Foster Youth Coordinator to better identify educational need and prioritize interventions. (WIC 16000, EC 42921)
19. Foster Youth Liaison will set up procedures for identifying youth and making annual enumerations of foster youth.
20. Foster Youth Liaison will provide in-service to staff within the district on issues and procedures related to foster youth.
21. LEAs will notify the Foster Youth Services Coordinator of any changes in staffing of the Foster Youth Liaison.

RESPONSIBILITY OF THE PLACING AGENCIES

1. In making out-of-home placement decisions, the placing agency must promote educational stability by considering a placements' proximity to the child's "school of origin" and attendance area, the number of previous school transfers, and the school matriculation schedule, among other factors. (WIC 16501.1(c)(4))
2. Immediately upon detaining a youth, Placing Agencies will ascertain the following information to ensure prompt collection and transfer of school records and forward this information to the district's Foster Youth Liaison: (EC 49069.5)
 - A. Who has the right to make educational decisions? (WIC 361)
 - B. The last school of record
 - C. The school that the youth wants to attend
 - D. The school the parent or person holding education rights wishes the youth to attend (EC48853.5)
 - E. Grade level
 - F. Name and contact information of the CWS/Probation case worker
3. The child's case plan must include specific information about his/her educational stability and assurances that the placing agency has taken steps to ensure such stability. (WIC §§16010(a), 16501.1(f)(8))
4. A foster youth's school of origin is (1) the school in which s/he was last enrolled, (2) the school s/he attended when permanently housed, or (3) any other school s/he attending with the immediately preceding 15 months to which s/he feels connected. (EC §48853.5(f) 42 U.S.C. §11432(g)(3))

5. Placing Agency staff will coordinate with the person hold the right to make educational decisions for the child and appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement or, if remaining in that school is not in the best interests of the child, assurances by the placement agency and the local educational agency to provide immediate and appropriate enrollment in a new school and to provide all of the child's educational records to the new school. (WIC §§16501.1(f)(8)(B) 42 U.S.C. §11432(g)(3))
6. Within one court day of deciding to change a child's placement to a location that could result in a school change, the social worker or probation officer must notify the court, the child's attorney, and the child's educational rights holder or surrogate parent (hereinafter collectively referred to as "educational rights holder.") (CRC 5.65.16(e)(1)(A))
7. If a child who is changing schools has an Individual Education Program (IEP), the social worker or probation officer must give written notice of impending change to the current local education agency (LEA) and the receiving Special Education Local Plan Area (SELPA) at least 10 days in advance. (CRC.5.65116(e)(1)(B))
8. Placing Agencies will provide updates on all new placements or change of placements to the current District's Foster Youth Liaison and subsequent Districts Foster Youth Liaison.
9. Placing Agencies will ensure staff is provided an up-to-date list of Foster Youth Liaisons.
10. Placing Agency staff will notify the district's Foster Youth Liaison immediately when a foster youth is being moved within their district, even if the foster youth is not changing his/her school location. (EC49069.5 (c))
11. Placing Agency staff will ensure that the resource family understands their responsibility to update the school district's emergency card. The Social worker will provide up to date information on who can pick the youth up from school and notify the school of any safety concerns.
12. If Placing Agency staff determine or suspect that the foster youth has a disability, they will contact district's Director of Special Education within 2 days to schedule a Student Study Team meeting/review.
13. Information obtained from school records will be used for the sole purpose of:
 - A. Compiling the youth's health and education summary
 - B. Fulfilling educational case management responsibilities
 - C. Assisting with the school transfer or enrollment of the pupil. (EC49076(a)(1)(K); WIC 16010)
14. Upon placement of a youth in a foster home or group home, Placing Agency staff will

provide information regarding the educational placement to the resource family and the name of the appropriate Foster Youth Liaison for assistance with activities supporting education stability.

15. Placing Agency staff are responsible for keeping the Juvenile Court, CASA, the youth's attorney, the parent(s), school officials, Mental Health Services, Foster Care eligibility staff, and any other agency, individual or community partner involved with the life of the youth, informed of the youth's residential placement.
16. If disputes occur, Placing Agency staff, with the assistance of their supervisor, will work with all involved participant(s) to resolve.
17. If unable to resolve a dispute within 2 working days, a resolution meeting will be requested as set forth in section G of this agreement.
18. Placing Agency staff will ensure that the district's Foster Youth Liaison is invited to interagency meetings scheduled and /or provided information on the outcome of the meeting as it relates to the educational needs and/or placement concerns regarding their district's foster youth.

RESPONSIBILITY OF THE JUVENILE COURT

1. The Juvenile Court shall, with other juvenile court Participant(s), take responsibility at every stage of the child's case, to ensure that the child's educational needs are met.
2. To the extent the information is available, at the initial or detention hearing the court must consider:
 - A. Who holds educational and developmental-services decision making rights and identify the rights holder or holders:
 - B. Whether the child or youth is enrolled in, and is attending the child's or youth's school of origin, as that term is defined in Education Code section 48853.5(f);
 - C. If the child or youth is at risk of removal from or is no longer attending the school of origin, whether:
 - I. In accordance with the child's or youth's best interest, the educational liaison, as described in Education Code section 48853.5(b)(d)(e) in consultation with, and with agreement of the, the child or youth and the parent, guardian, or other person holding education decision making rights recommends the waiver of the child's or youth's right to attend the school for origin;
 - II. Before making any recommendation to move a foster child or youth from his or her school of origin, the educational liaison provided the child or youth and the person holding the right to make educational decisions for the child or youth with a written explanation of the basis for the recommendation and how this recommendation serves the foster

child's or youth's best interest as provided in Education Code section 48853.5(e)(7);

- III. If the child or youth is no longer attending their school of origin, the local education agency obtained a valid waiver of the child's or youth's right to continue in the school of origin under Education Code section 48853.5(e)(1) before moving the child or youth from that school; and
 - IV. The child or youth was immediately enrolled in the new school as provided in Education Code Section 48853.5(e) (8). (CRC 5.651(b)(1) (A-E))
3. The Juvenile Court may, at any time after the filing of dependency or delinquency petitions, limit the parents' right to make educational decisions for the child. Any limitations must be specified in a court order. Court form JV-535 is used for this purpose, as well as to document other findings and orders about educational decision-making. CRC5.645-5.650
 4. At the same time a court limits a parent or guardian's educational decision-making rights, it must appoint a "responsible adult" to become "education rights holder" and make educational decisions for the child. (WIC §§ 319(g), 361(a) 366(a) (1)(C), 726(b-c); CRC .5.650, 5.534(j). The appointment must be made regardless of whether the child has been identified as needing special education or other services. Before appointing someone who is not known to the child, the court must determine whether there is an adult who is known to the child who is available and willing to serve as the child's educational rights holder. (WIC §§ 319(g)(2), 361(a)(3), 726 (c)(1); CRC 5.5650(c)(1))
 5. If the court is unable to locate a responsible adult for the child and the child either has been referred to the LEA for special education or has an IEP, the court must refer the child the LEA for appointment of a "surrogate parent" WIC §§361(a)(3), 726(c)(1); GC §§7579.5-7579.6, CRC 5.6509(a)(2)(A)(i)(d), see also WIC§ 319(g)(3)(5). A surrogate parent makes decisions related to special education evaluation, eligibility planning, and services. GC §7579.5(b). It must use court form JV-536 to tell the court, the child's attorney, and the child's social worker or probation officer about appointments and changes. (CRC.5650 (d))
 6. If educational decision-making rights have been limited and none of the above options applies, the court itself may make educational decisions for a dependent child with the input of any interested person. (WIC §§319(g)(3), 361(a)(3); CRC5.650 (a)(2))
 7. In determining the most appropriate court action on behalf of a youth, the Juvenile Court will take into consideration the current educational placement of the child and the impact of any decision on that educational placement.
 8. Juvenile Court shares responsibility with other Participant(s) to work together to ensure that foster youth achieve educational success.

9. Juvenile Court Judges must require case plans, assessments and permanency plans;
 - A. Address the youth's educational entitlements and how those entitlements are being satisfied;
 - B. Obtain information to assist the court in deciding whether the parent/guardian's educational rights should be limited; and
 - C. Provide information regarding whether the school has met its obligation to provide education services to the youth, including special educational services if the child has exceptional needs under EC §5.600 et seq. and accommodations if the child has disabilities as defined in section 504 of the Rehabilitation Act of 1973.

10. When it appears that an educational agency has failed to fulfill its legal obligations to provide educational entitlements, services or accommodations to a child, the Court will invite, through Child Welfare Services or the Probation Department, a representative from the educational agency to attend an in-court staffing to address the issue prior to the Juvenile Court joining any educational agency as a party.

RESPONSIBILITY OF CASA EDUCATIONAL REPRESENTATIVE

1. Immediately upon being notified of the appointment as an Educational Representative for a minor, CASA will contact the caregiver and school.
2. CASA will provide Child Welfare Services with a list of all children they are Educational Representative for on a monthly basis.
3. The Educational Representative will assist the social worker in a timely transfer of records.
4. If the minor is on the CASA waitlist, and educational rights were vested with CASA, the Educational Representative will meet with the minor at least once and as often as necessary to make educational decisions in the best interest of the child.
5. CASA Educational Representative will ensure that the minor is in the least restrictive educational program appropriate for the child's needs, the minor has access to academic resources, services and extracurricular and enrichment activities and the minor has access to educational supports necessary to meet state academic standards.
6. Communicate with school, placing agency and caregiver regarding child's status and progress.
7. If the minor's residence is changed, the educational representative will ensure that AB490 has being complied with.

8. CASA Educational Representative will assist with arranging a meeting with the foster care liaison and minor to determine if it is in the minor's best interest to change school placements.
9. The CASA Educational Representative will communicate with minor's counsel, social worker and resource family as necessary regarding educational concerns.
10. CASA Educational Representative will provide educational reports to the court and all other parties to the case at the 6-month, 12 months, 18 months and subsequent 366.3 reviews and any other hearings as directed by the court.

PERIOD OF REVIEW

The California Blue Ribbon Commission is charged with providing recommendations to the Judicial Council of California on the ways in which the courts and their child welfare partners could improve safety, permanency, well-being, and fairness outcomes for children and families in the state. This agreement shall be reviewed annually by the Blue Ribbon Commission and Foster Youth Services Executive Advisory Committee.

CONFIDENTIALITY CLAUSE

All parties agree not divulge any information concerning any record without proper authorization in accordance with state and federal law and interagency agreements. All parties understand that they will have access to confidential information required for determining needs and services for children under the jurisdiction of the Juvenile Court subject to approval of the presiding judge of the Juvenile Court or judicial officer assigned to the matter by the presiding Judge of the Juvenile Court. It is understood and agreed upon by all parties that discussions, deliberations, records, and information gathered or maintained in connection with these activities shall not be disclosed to any unauthorized person. Finally, all parties understand that unauthorized release of confidential information is a misdemeanor under Welfare and Institutions Code Sections 827 and 10850 and could result in criminal or civil liabilities.

FOSTER FOCUS

Only those individuals authorized by the signatory agencies to use Foster Focus will be given access to information in Foster Focus. All Agencies shall comply with relevant State and Federal law and other applicable local rules which relate to records use, security, confidentiality, privacy, dissemination, and retention/destruction. This includes (but is not limited to) the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the California Education Code, and the California Welfare and Institutions Code.

In furtherance of this purpose, the placing agency will require each individual employee who will be a user of Foster Focus to both review and sign a TCOE FYS Confidentiality Agreement as a condition for using Foster Focus. The placing agency further agrees that in

no event will its employees be given access to information from Foster Focus or to the system itself.

Participant(s), such as foster youth, family members, placing agency staff and TCOE staff involved in Multi-Disciplinary Team meetings convened to discuss, plan for and resolve individual student circumstances shall receive training and certification in Confidential and Multi-Disciplinary Teams (MDT), which is offered through Child Welfare Services.

OWNERSHIP OF RECORDS

All Participant(s) retain ownership of any records that they maintain or produce. Reports created utilizing data from individual Participant records, which are utilized to validate achieved Tulare county outcomes, will be the joint ownership of all Participant(s).

FINANCIAL IMPLICATIONS

All Participant(s) agree to work together to maximize funding, whenever possible, and if disputes arise involving the funding of services to foster youth, agencies will seek quickly to resolve disputes using the process outlined below.

RESOLUTION OF DISPUTES

In an effort to ensure that educational activities for foster youth are not negatively impacted by disputes between Participant(s), all Participant(s) agree to actively engage in the resolution of disputes.

In the event that a school placement dispute between Participant(s) cannot be resolved within 2 days, the issue shall be addressed by a resolution meeting called by TCOE Foster Youth Coordinator with the following Participant(s): The Placing Agency, Foster Youth Liaison, CASA if appointed and Counsel for the child(ren). The meeting shall take place by telephone and/or conference call. All Participant(s) agree to abide by the consensus decision of the Resolution meeting(s). In the plans prior to a resolution being approved. All decisions will be made in accordance with applicable law, this agreement and community or state precedence, as appropriate.

If the matter is not resolved; the holder of education rights or the Child's Counsel shall take whatever steps necessary to bring matter before the Court.

DATA MANAGEMENT REQUIREMENTS

All Participant(s) agree to make data available when it is necessary for state, federal or grant reporting, provided it does not conflict with confidentiality law.

INDEMNIFICATION

All PARTICIPANT(S) are solely responsible for their own acts or omissions and shall hold no other PARTICIPANT(S) responsible for any liability, claims, actions, costs, damages, or losses of any kind including death or injury to any person and/or damage to property including PARTICIPANT'S property, arising from, or in connection with,

the performance by PARTICIPANT(S) or their agents, officers and employees under this Agreement.

TERM

This Agreement shall become effective on the date first above written and shall continue unless terminated by any participant upon 30 days' written notice.

EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ADDITIONAL PARTIES TO THE AGREEMENT

After the implementation period and the term of this agreement, additional Participant(s) can be added as they are identified in the community. Additional Participant(s) must fall under a category, which already exist, in the Delineation of Responsibilities and agree to all the aspects of those responsibilities and all terms of this agreement as written. Additional Participant(s) must sign a signature addendum. The decision to include Additional Participant(s) will be made by the Blue Ribbon Commission.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the Participant(s) hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by all Participant(s) hereto.

ADDITIONAL EXHIBITS:

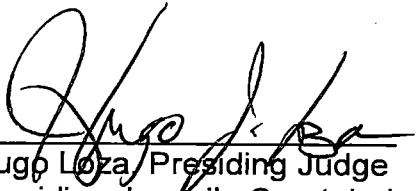
TCOE shall comply with the terms and conditions of Exhibit A, Exhibit B, and Exhibit C which are by reference made a part of this Agreement.

IN WITNESS WHEREOF, the Participant(s) hereto have caused this Agreement to be duly executed, such Participant(s) acting by their representatives being thereunto duly authorized. Only one signature per Participant is required to validate Agreement.

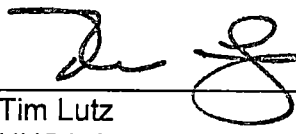
TULARE COUNTY
INTERAGENCY AND COMMUNITY AGREEMENT

The attached Interagency and Community Agreement is effective, 2/11/20

I concur:



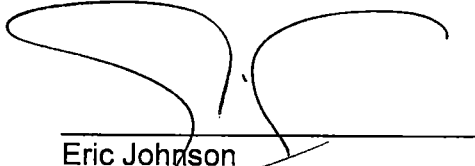
Hugo Loza, Presiding Judge
Presiding Juvenile Court Judge
Tulare County Superior Court



Tim Lutz
HHSA Agency Director
Tulare County



Anita Ortiz
Child Welfare Services Director
Tulare County



Eric Johnson
Executive Director
CASA of Tulare County



Beth Wilshire
Foster Youth Services Coordinator
Tulare County Office of Education



Michelle Bonwell
Chief Probation Officer
Tulare County



Tim Hire,
As Superintendent of schools, Tulare County Office of Education, signing on behalf of all
Tulare County School Districts herein

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

Approved as to Form

County Counsel

By  1/24/2020

Deputy

Matter # 20191333

Tim Hire,

As Superintendent of schools, Tulare County Office of Education, signing on behalf of all
Tulare County School Districts herein

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. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

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

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

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

(mark X if applicable)

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

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

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

Print Name Tim A. Hire Date: 12/10/19

Contractor Name ~~TS&A~~ TULARE COUNTY OFFICE OF EDUCATION

Signature 

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between WESTCOAST, (the "Business Associate") and the County of Tulare (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPAA's Administrative Simplification provisions.

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

4. **Obligations and Activities of Business Associate.**

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
 1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
 2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI, and provide detailed information to the Covered Entity about the breach, along with the names and contact

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HIPAA BUSINESS ASSOCIATE AGREEMENT

information, when available, of all individuals whose PHI was involved. **(See Section 6 of this Exhibit for further detail.)** 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. **(See Section 11 of this Exhibit for further detail.)**
- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services (“Secretary”), for purposes of determining Business Associate’s compliance with the HIPAA Privacy Rule and Security Rule. **(See Section 12 of this Exhibit for further detail.)**
 - 1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

Unless otherwise limited in this Exhibit, Business Associate may:

- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform the services described in Exhibit A to the Agreement, or as

otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

6. Reporting Unauthorized Uses and Disclosures.

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report

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HIPAA BUSINESS ASSOCIATE AGREEMENT

or within three (3) days of the information becoming available.

- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

7. Mitigation of Harmful Effects.

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and

how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

8. Indemnification.

Business Associate agrees to:

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the Agreement.

9. Individuals' Rights.

Business Associate agrees to:

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HIPAA BUSINESS ASSOCIATE AGREEMENT

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

10. **Obligations of Covered Entity.**

Covered Entity shall:

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

11. **Agents and Subcontractors of Business Associate.**

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

12. **Audit, Inspection, and Enforcement.**

- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

13. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or

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disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

14. Term and Termination.

- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business Associate has violated a material term of this Exhibit.

15. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

16. Lost Revenues; Penalties/Fines.

- a. **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.
- c. **Penalties/Fines (other).** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874_2

COUNTY OF TULARE
EXHIBIT C
TO HHS SERVICES AGREEMENT
CULTURAL COMPETENCE AND DIVERSITY
(Form revision approved 01/01/2018)

SUBRECIPIENT is encouraged to support Tulare County Health and Human Services Agency ("HHS/TW") in the journey to work effectively across and among all cultures. It is the desire of HHS 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.

- 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.

SUBRECIPIENT and HHS/TW 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.

SUBRECIPIENT 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.