

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
FRESNO PACIFIC UNIVERSITY**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Health and Human Services Agency, Child Welfare Services (CWS) (hereinafter called COUNTY) and the Fresno Pacific University (hereinafter called UNIVERSITY) located at 1717 South Chestnut Avenue, Fresno, CA 93702 to provide field placement of social work students as internships in the social work field.

WHEREAS, the UNIVERSITY has established approved programs of special training for a Master's in Social Work or a Bachelor's in Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the COUNTY has the setting and equipment needed by the Program students as part of their practical learning experience; and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the COUNTY for their learning experience.

WHEREAS, Social Worker is considered a County Employee in the Title IV-E program.

NOW THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits and mutual promises set forth herein, the UNIVERSITY and the COUNTY agree as follows:

- I. The UNIVERSITY will be responsible to:
 - A. Withdraw a student from the Field Practicum at the COUNTY if, after consultation in accord with paragraph H listed in COUNTY responsibilities, the UNIVERSITY determines such action to be warranted.
 - B. Provide each UNIVERSITY student assigned as mutually agreed by both parties to COUNTY information about the field education component of the curriculum and the responsibilities of each participant in field education.
 - C. Provide the COUNTY with a description of the UNIVERSITY program, curriculum, and objectives to be achieved at the COUNTY.

- D. Provide the COUNTY a schedule of days and times when students are expected to be at the facility, subject to approval of the COUNTY.
- E. Inform and require all students to abide by the policies of the COUNTY while working under the auspices of the COUNTY. UNIVERSITY students shall be expected to conduct themselves in a professional manner, and their attire and appearance will conform to the accepted standard of the COUNTY.
- F. Prior to execution of this MOU, file with the Clerk of the Board of Supervisors of Tulare County a statement in form, acceptable to the County Risk Manager according to Tulare County regulations, that UNIVERSITY is adequately self-insured as to general liability that may arise out of its performance under this MOU.
- G. Assure that each student is covered by health and liability (malpractice) insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$2,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. UNIVERSITY shall require each student in the Program to present evidence of his or her professional liability insurance.
- H. Assign to the COUNTY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- I. Assign a faculty member as the field liaison for each UNIVERSITY student assigned to the COUNTY. The field liaison will coordinate implementation of the UNIVERSITY field practicum program in the COUNTY.
- J. Agree that each UNIVERSITY student participating in the field practicum is subject to drug/alcohol screening policy in effect at COUNTY during the time of the field practicum placement. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.
- K. Inform and require each UNIVERSITY student to comply with COUNTY pre-service screening requirements, e.g. Department of Justice clearance, TB testing, etc., if any.
- L. Provide an annual orientation and training for COUNTY assigned field instructors and will provide such consultation and training as necessary to fulfill the terms of this MOU.
- M. Provide COUNTY assigned field instructors with access to UNIVERSITY'S library facilities.

- II. COUNTY will be responsible to:
- A. Provide facilities as presently available and as necessary for the development and maintenance of a Program student.
 - B. Designate a qualified individual to coordinate each student's learning experience in the Program. That person will be known as the Field Instructor. The Field Instructor will hold a:
 - 1. Bachelor of Social Work student will have at least one year of post-masters experience.
 - 2. Master of Social Work student will have a MSW from a CSWE accredited social work program and two years of post-MSW experience.
 - C. Maintain the COUNTY facility used for the Program experience in such a manner that said facilities shall conform to all requirements of applicable State Board or Business and Professions Code.
 - D. Provide staff adequate in number and quality for safe and continuous management of the Program in cooperation with the UNIVERSITY instructor.
 - E. Provide instructors and students taking part in the field experience, whenever possible, with such incidentals as may be mutually agreed upon.
 - F. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the field experience at the COUNTY.
 - G. Provide medical examinations or other protective measures that may be required by the COUNTY in addition to the health examination provided by the UNIVERSITY.
 - H. Have the right, after consultation with the UNIVERSITY, to refuse to accept for further field experience any of the UNIVERSITY students who in the COUNTY judgment, are not participating satisfactorily.
 - I. The COUNTY reserves the right, exercisable in its discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the COUNTY.
 - J. Provide the UNIVERSITY with access to the written regulations that will govern the student's activities and behavior while at the COUNTY facility.
 - K. Ensure that student(s) exposed to hazardous substances or infectious diseases at the COUNTY will be managed according to the policy of the COUNTY.
 - L. Agrees to notify the UNIVERSITY's Student Health Services of the occurrence of such exposure to UNIVERSITY student(s).
 - M. Ensure that each student who is likely, in the course of assigned field

practicum experiences, to be exposed to potentially hazardous or infectious materials has had instruction in protective practices and procedures for decontamination in case of exposure.

- III. Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the COUNTY and the UNIVERSITY, upon execution of this MOU and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this MOU.
- IV. This MOU is a complete statement of the responsibilities and commitment of both parties to the COUNTY field work training by UNIVERSITY student(s). UNIVERSITY student(s) shall be considered members of the COUNTY workforce, as defined by the HIPAA regulations at 45 CFR §160.103, and shall be subject to COUNTY policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this MOU, COUNTY shall provide the students with substantially the same training that it provides to its employees for such purposes.
- V. COMPENSATION: Neither party to this MOU shall be obligated to pay any monetary compensation to the other.
- VI. TERM: This MOU will commence upon signature and shall remain in effect until June 30th, 2025; however, it may be terminated by either party upon thirty (30) days written notice of its intention to so terminate.
- VII. AMENDMENTS: Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with charges pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.
- VIII. INDEMNIFICATION: The COUNTY and UNIVERSITY shall hold harmless, defend and indemnify the other party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY or UNIVERSITY property, arising from, or in connection with, the performance by the COUNTY or UNIVERSITY 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.
- IX. THIRD PARTY RIGHTS: Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

- X. **COMPLIANCE WITH LAW:** COUNTY and UNIVERSITY shall ensure that UNIVERSITY Student provide services in accordance with applicable federal, state, and local laws, regulations and directives.
- XI. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the MOU by the other party.
- XII. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this MOU are fully incorporated into and are integral parts of this MOU. However, it is hereby mutually agreed and understood that, should any of the provisions of the Exhibits and Recitals attached to this MOU be contrary to any of the paragraph provisions of this MOU, the paragraph provisions of this MOU shall control and supersede the provisions of the Exhibits and Recitals.
- XIII. **NONDISCRIMINATION:** The COUNTY and UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the COUNTY in the performance of this MOU or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap.
- XIV. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise, training and experience of UNIVERSITY and UNIVERSITY'S employees and no part of this MOU may be assigned or subcontracted by UNIVERSITY without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. This MOU shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and MOUs, oral and written relating hereto.
- XV. **DISPUTE RESOLUTION:** UNIVERSITY shall continue with its responsibilities under this MOU during any dispute. If a dispute arises out of or relating to this MOU, or the breach of the MOU, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.
- XVI. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts which may be reasonably required to affect the purposes of

this MOU.

XVII. **INDEPENDENT CONTRACTOR STATUS:** The parties hereby acknowledge that they are independent contractors. In no event shall this MOU be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The COUNTY and the UNIVERSITY shall be liable for their own debts, obligations, acts, and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to COUNTY for any salaries, insurance, or other benefits.

XVIII. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

XIX. **NOTICES:**

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

COUNTY:
CONTRACT UNIT
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Fax No: 559-737-4059
Phone No: 559-624-8000

UNIVERSITY:
FRESNO PACIFIC UNIVERSITY
1717 South Chestnut Avenue,
Fresno, CA 93702
Fax No.:
Phone No.: 559-302-4140

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

XX. **CONSTRUCTION:** This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address

and interpret any uncertainty or ambiguity.

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

XXII. RECORDS AND AUDIT: UNIVERSITY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, UNIVERSITY shall maintain complete and accurate records with respect to any payments to employees or sub-contractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified and shall be kept readily accessible. Upon request, UNIVERSITY shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the expiration of this Agreement.

XXIII. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

XXIV. CONFLICT OF INTEREST:

- a. UNIVERSITY agrees to comply at all times in performance of this Agreement with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 *et seq.*, and the Political Reform Act, Government Code Section 81000 *et seq.* and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including UNIVERSITY for this purpose, from the making of any decision on behalf of COUNTY in which such officer, employee or UNIVERSITY has a direct or indirect financial interest. A violation can occur if the public officer, employee or UNIVERSITY participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on UNIVERSITY or any business firm in which UNIVERSITY has an interest, with certain narrow exceptions.
- b. UNIVERSITY agrees that if any facts come to UNIVERSITY's attention

which raises any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY's designated representative and provide all information needed for resolution of this question.

XXV. **INSURANCE:** **In addition to** paragraph I(G), the attached **Exhibit A** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit A** cannot be used to reduce limits available to COUNTY as an additional insured from UNIVERSITY'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If UNIVERSITY fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to UNIVERSITY for failure to provide evidence of renewal until UNIVERSITY provides such evidence.

XXVI. **EMPLOYMENT STATUS:** Social Worker is an employee of the COUNTY enrolled in the Title IV-E Social Worker Intern Program and will perform all services under this Agreement as an employee of COUNTY.

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

UNIVERSITY agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, UNIVERSITY shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over UNIVERSITY as to how the services will be performed. As UNIVERSITY is not COUNTY'S employee, UNIVERSITY is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from UNIVERSITY'S payments.
- b. Make state or federal unemployment insurance contributions on UNIVERSITY'S behalf.
- c. Withhold state or federal income tax from payments to UNIVERSITY.
- d. Make disability insurance contributions on behalf of UNIVERSITY.
- e. Obtain unemployment compensation insurance on behalf of UNIVERSITY.

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

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

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

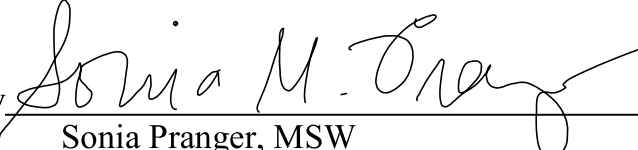
COUNTY OF TULARE


Date: _____ BY _____
Chairman, Board of Supervisors


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

By _____
Deputy Clerk


FRESNO PACIFIC UNIVERSITY

Date: 5-18-2020 By 
Sonia Pranger, MSW
Social Work Program Director

Date: 5-15-2020 By 
Jon Clark, DSW (DSW)
Degree Completion Program Director

Date: 5-18-2020 By 
Kimberly Lehner MSW
Visalia Site Field Coordinator

Approved as to Form
County Counsel


Robert Lippert, CFO

By Allison Pierce
Deputy 2020384

Date: 5/19/2020

EXHIBIT A

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

UNIVERSITY 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 UNIVERSITY, 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 UNIVERSITY 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 UNIVERSITY'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. UNIVERSITY 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 UNIVERSITY including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the UNIVERSITY'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 UNIVERSITY's insurance and shall not contribute with it.*
 - c. *UNIVERSITY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of UNIVERSITY may acquire against the county by virtue of the payment of any loss under such insurance. UNIVERSITY 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 UNIVERSITY, its employees, agents and subcontractors. UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY, 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 Robert Lippert Date: 18 May 2020

UNIVERSITY Name Fresno Pacific University

Signature 