

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
CALIFORNIA STATE UNIVERSITY, FRESNO**

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 CALIFORNIA STATE UNIVERSITY, FRESNO (hereinafter called “UNIVERSITY”) located at 5150 Maple Ave., Fresno, CA 93740-0111 to provide field placement of social work students as interns in the social work field (hereinafter referred to as “Student” or “Students”). COUNTY and UNIVERSITY are also individually referred to as “Party” and collectively, “Parties.”

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 outlined in the curriculum; and

WHEREAS, the COUNTY has the facilities needed by the Program’s Students to obtain their learning experience; and

WHEREAS, it is to the mutual benefit of both Parties that Students have opportunities to use the COUNTY’s facilities for their learning experience.

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. Provide each UNIVERSITY Student assigned, as mutually agreed by both Parties, the COUNTY’s information about the Program and the responsibilities of each Student.
 - B. Provide the COUNTY with a description of the UNIVERSITY Program, curriculum, and objectives to be achieved at the COUNTY.
 - C. Provide the COUNTY a schedule of days and times when Students are expected to be at the facility, subject to approval of the COUNTY.

- D. 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.
- E. Assign to the COUNTY only those Students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- F. Assign a faculty member as the field liaison for each UNIVERSITY Student assigned to the COUNTY. The field liaison will coordinate implementation of the Program in the COUNTY.
- G. Agree that each UNIVERSITY Student participating in the Program is subject to drug/alcohol screening policy in effect at COUNTY during the time of the placement in the Program. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.
- H. Inform and require each UNIVERSITY Student to comply with all other COUNTY pre-service screening requirements, including, but not limited to, Tuberculosis (TB) testing.
- I. Provide an annual orientation and training for the COUNTY's assigned Field Instructors and will provide such consultation and training as necessary to fulfill the terms of this MOU.
- J. Provide the COUNTY's 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 experience in the Program. That person will be known as the Field Instructor. The Field Instructor will hold a:
 - 1. A Bachelor of Social Work instructor will have at least one year of post-masters experience.
 - 2. A Master of Social Work instructor will have a MSW from a CSWE accredited social work program and two years of post-MSW experience.
- C. Maintain the COUNTY's facilities used for the Program in such a manner that said facilities shall conform to all requirements of the California Board of Behavioral Sciences and applicable sections of the Business and Professions Code.
- D. Provide staff adequate in number and quality for the safe and continuous

management of the Program in cooperation with the UNIVERSITY's instructors.

- E. Provide instructors and Students taking part in the Program, 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 Program 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. Provide the UNIVERSITY with access to the written regulations that will govern the Student's activities and behavior while at the COUNTY's facilities.
- I. Ensure that any Student exposed to hazardous substances of infectious diseases at the COUNTY will be managed according to the policies of the COUNTY.
- J. Agrees to notify the UNIVERSITY's Student Health Services of the occurrence of such exposure to UNIVERSITY Student(s).
- K. Ensure that each Student who is likely, in the course of assigned Program, to be exposed to potentially hazardous or infectious materials has had instruction in protective practices and procedures for decontamination in case of exposure.

III. EMPLOYMENT STATUS/GROUNDS FOR REMOVAL: All Students are enrolled in the Title IV-E Social Worker Intern Program and are also Social Services Worker III employees at the COUNTY. Students will perform all services under this MOU as employees of the COUNTY. Nonetheless, COUNTY may request that UNIVERSITY remove from the Program any Student whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow COUNTY's administrative policies, procedures, rules, and regulations. UNIVERSITY agrees to immediately remove such Student at the COUNTY's request. In this event, Student shall have no right to appeal their removal from the Program to the COUNTY. UNIVERSITY must inform all Students that (1) they can be removed from the Program at the COUNTY's request; and (2) should they be removed from the Program, they shall have no appeal rights to the COUNTY.

IV. LIVESCAN/CRIMINAL HISTORY: Student must submit to live-scan fingerprinting as part of a criminal history check, which will be provided to Student by the COUNTY. The Student's participation in the Program will be contingent upon the results from this check. Convictions will be assessed by the COUNTY's

Human Resources & Development Department for relatedness to the Program.

- V. OPERATIONAL COOPERATIVE: Recognizing that the specific nature of the Program 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 details of the Program. All Parties will sign and adhere to any Departmental Letter Agreements developed to implement this MOU.
- VI. HIPAA COMPLIANCE: UNIVERSITY Student(s) shall be considered members of the COUNTY's "workforce," as defined by the HIPAA regulations at 45 C.F.R. §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.
- VII. COMPENSATION: Neither Party to this MOU shall be obligated to pay any monetary compensation to the other.
- VIII. TERM: This MOU will commence upon its approval by the COUNTY's Board of Supervisors and shall remain in effect through June 30, 2025, terminating on July 1, 2025. This MOU may be terminated by either Party upon giving thirty (30) days' prior written notice to the other Party specifying its intention to terminate under this Section VIII and specifying the date of termination.
- IX. 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.
- X. 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.
- XI. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this MOU do not intend to provide any other Party with any benefit or enforceable legal or equitable right or remedy.
- XII. COMPLIANCE WITH LAW: UNIVERSITY shall perform all its responsibilities under this MOU in accordance with applicable federal, state, and local laws,

regulations and directives. With respect to UNIVERSITY's employees, UNIVERSITY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

- XIII. **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.
- XIV. **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.
- XV. **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.
- XVI. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise, training and experience of UNIVERSITY and UNIVERSITY'S Students and 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.
- XVII. **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 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.
- XVIII. **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.

XIX. 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.

XX. 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:

CALIFORNIA STATE UNIVERSITY, FRESNO

5150 Maple Ave.

Fresno, CA 93740-0111

Phone No.: 559-278-2893

(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.

XXI. 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.

XXII. 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.

XXIII. RECORDS AND AUDIT: UNIVERSITY shall maintain complete and accurate records with respect to its responsibilities under the MOU. 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 MOU.

XXIV. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this MOU and its interpretation. The Parties agree that this MOU is made and will be performed in Tulare County, California.

XXV. CONFLICT OF INTEREST:

- a. UNIVERSITY agrees to comply at all times in performance of this MOU 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 consultant/contractor 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.

XXVI. INSURANCE: The attached **Exhibit A** outlines the minimum scope, specifications, and limits of insurance required under this MOU. 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 MOU 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 MOU.

XXVII. INDEPENDENT CONTRACTOR STATUS: This MOU is entered into by both Parties with the express understanding that UNIVERSITY will perform all services

required under this MOU as an independent contractor. Nothing in this MOU 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 MOU that they are not employees of COUNTY. Subject to any performance criteria contained in this MOU, 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 MOU.

This section does not apply to Student, since Student is an employee of COUNTY and will perform all services required under this MOU 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

CALIFORNIA STATE UNIVERSITY, FRESNO

Date: 9/9/2020

By Brian Cotham
Brian Cotham
Director of Procurement and Support Services

Date: 9/9/2020

By Andrea Carlin
Andrea Carlin, LCSW, PPSC
Director of Field Education
Department of Social Work

Date: 9/9/2020

By Lisa Kao
Lisa Kao
Risk Manager

Approved as to Form:
County Counsel

By Ameet K. Nagra
Deputy

Matter No. 2020374

Date: 09/14/20

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 Brian Cotham Date: 9/9/2020

UNIVERSITY Name California State University, Fresno

Signature Brian Cotham
DocuSigned by:
76C54DCBDEE8478...