

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
PROTEUS – FAMILY FOSTER AGENCY**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Health and Human Services Agency, Child Welfare Services (CWS) (hereinafter called COUNTY) and Proteus – Family Foster Agency (FFA) (hereinafter called FFA) to coordinate services for COUNTY Foster Children through cooperation, collaboration, and the sharing of appropriate information by agencies within this jurisdiction. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the COUNTY has determined that a collaborative approach to the delivery of services to children and families may lead to the provision of more appropriate and effective delivery of services; and

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

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

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

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

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

WHEREAS, the COUNTY reserves the right to place COUNTY foster children with the FFA that has signed this MOU and are in good standing with the COUNTY.

ACCORDINGLY, IT IS AGREED:

- I. The FFA will be responsible to:
 - A. Ensure that the physical, emotional, and academic needs of children in their care are met, agree to participate fully in the child and family's case plan as established by the COUNTY, and work to facilitate positive outcomes for children and families;

- B. Maintain its licensure in good standing in accordance with all State requirements, including all applicable statutes and regulations;
- C. Provide the COUNTY CWS Social Worker with the form, "Foster Family Agency CWS/CMS Contact/Service Deliver Log (SOC 160)" following the completion of all face-to-face contacts with COUNTY foster children at a minimum of once a month;
- D. Provide all applicable information regarding case plans, reports, evaluations, or other information deemed appropriate at the FFA and CWS meetings;
- E. Provide the COUNTY with information updates on its certified and decertified (with the reason why they decertified) family homes by the 10th of each month (i.e., telephone numbers and composition of the home). The information for the certified family homes will be the physical address of the foster parent and not the address of the FFA headquarters;
- F. Contact the assigned case COUNTY CWS Social Worker and/or the assigned case COUNTY CWS Social Worker's Supervisor when an issue with the COUNTY foster child occurs. For emergency after-hours issues, the FFA will contact the COUNTY CWS Hotline Telephone number;
- G. Contact the County CWS Manager when the COUNTY CWS Social Worker and the COUNTY CWS Supervisor can not be reached during regular work hours, if a question on CWS practice protocols occurs and regular communication is at a standstill;
- H. Foster Family Decertification and/or "Roll Over." Roll over refers to the action by which a certified family voluntarily or involuntarily departs from one FFA (Current FFA) to become a member of another FFA (Prospective FFA). *If COUNTY foster children are involved, they are not automatically moved with the family without a staffing prior to the change;*
 - i. The FFA will notify the COUNTY immediately if an emergency arises, otherwise a minimum of sixty (60) days prior to any foster parent(s) decertifying when a COUNTY foster child is involved. To ensure the safety, permanency, and well-being of the child is met, the FFA will provide a synopsis to the COUNTY of the foster family seeking decertification. The COUNTY will have full discretion to determine appropriate or continued placement with the foster family and/or the FFA.
 - ii. Both the current FFA and the prospective FFA will notify the FFA foster parent that they can not "roll over" with any COUNTY foster child without approval by the COUNTY.
 - iii. Both the current FFA and the prospective FFA will notify the COUNTY immediately if an emergency arises, otherwise a minimum of 60 days upon knowledge of, or a request of, any foster parent who currently has a COUNTY foster child, to roll over from the current FFA to another FFA. The current FFA will attend a staffing with the COUNTY, prospective FFA, and foster parent(s) to discuss the best

interest of the child. The COUNTY will have discretion to determine appropriate or continued placement with the family. The COUNTY will determine if appropriate notification time lines were received by the prospective FFA and the current FFA.

- iv. The prospective FFA will notify the current FFA immediately if an emergency arises, otherwise a minimum of 60 days upon knowledge of, or a request of, changing from the current FFA to the prospective FFA when a COUNTY foster child is involved. The COUNTY foster child will not be automatically moved with the family without a staffing prior to the change.
- I. Coordinate with the COUNTY CWS Social Worker for after-hours placements. The after-hours placement agreement form, "Placement Agency – Foster Family Agency Agreement (SOC 154A)" must be signed by the FFA Social Worker at the time of placement (faxing the signed placement agreement at the time of placement will be accepted);
- J. Conduct Supervised Visitations as described in COUNTY Policy #40-03 and complete approved COUNTY forms associated with each visit when a COUNTY foster child is involved;
- K. Provide transportation to the school of origin for the COUNTY foster child to be in compliance with Assembly Bill 490, if applicable;
- L. Attend a staffing with the COUNTY CWS Social Worker, the FFA, current foster parent(s), prospective foster parent(s), and COUNTY foster child, if applicable and age appropriate, to discuss the best interest of the COUNTY foster child when a change of placement is being considered, unless it's an emergency (one of abuse);
- M. Notify the COUNTY of any intended move of the COUNTY foster child between certified homes prior to the move with a 7 day notice. COUNTY foster children are not automatically moved between certified homes without a staffing prior to the change unless the COUNTY foster child is in imminent risk;
- N. Provide notification to the COUNTY of at least seven (7) days if removal of the COUNTY foster child is requested unless it is agreed upon with the COUNTY that less time is necessary as noted on the SOC 156 form; and,
- O. Attend and participate at all case staffings as required by COUNTY.
- P. Conduct screenings of infants and young children to determine any developmental delays or disorders.
 - i. The Ages & Stages Questionnaires (ASQ) will be one screening tool to be administered every six months up to two (2) years of age, then annually up to five (5) years of age. When a child enters the system between the ages of 6-12-18-24 month tracks, the closest month to the age of the child questionnaire will be completed and then the child will be reassessed according to the 6-12-18-24 month tracks (i.e., a 9 month old will have the 9-10 month questionnaire completed

and then the 12 month old questionnaire will be completed at 12 months of age to be in synch with the tracks).

- ii. The Ages & Stages Questionnaires: Social-Emotional (ASQ:SE) will be the second tool to be administered. This tool will be in addition to the ASQ and administered on the same 6-12-18-24 month tracks. The ASQ:SE tool is to complement the ASQ tool to determine if intervention services are necessary.
 - iii. At completion of the ASQ and ASQ:SE tools, a copy of the results for both tools will be provided to the COUNTY CWS Social Worker within three (3) working days.
 - iv. When a child receives a borderline result on either the ASQ or the ASQ:SE tools, the FFA will work with the child in that area. The child will be reassessed after two months and the results will be provided to the County CWS Social Worker within three (3) working days.
- Q. FFA Social Workers will attend the Social Worker Core Trainings conducted by the Central California Training Academy (CCTA). The Social Worker Core Trainings will be provided throughout 12 months from the first session to the last session.

II. COUNTY will be responsible to:

- A. Provide information (i.e., Health and Education Passports, Protective Information, Medi-Cal card, and Consent to Treatment Form) and communicate to the FFA regarding the case plan, visitation, transportation, and placement changes;
- B. Input into Child Welfare Services/Case Management Services (CWS/CMS) database the physical addresses of each FFA foster home where the child is placed on the "Placement Page" and not the address of the FFA headquarters. Input into CWS/CMS the address of the FFA headquarters where the child is placed on the "Payee Page";
- C. Provide an updated contact list with telephone numbers and e-mail addresses to the FFA for each COUNTY CWS Case Carrying Social Worker, COUNTY CWS Supervisor, and COUNTY CWS Manager by the 10th of each month;
- D. Foster Family Decertification and/or "Rollover." *If COUNTY foster children are involved, they are not automatically changed to a new placement without a staffing prior to the change;*
 - i. If a family with a COUNTY foster child decertifies from a FFA and is not seeking to certify with another FFA, the COUNTY will conduct a staffing with the COUNTY CWS Social Worker, current FFA, and foster parent(s) to discuss the best interest of the child prior to removal of said child.
 - ii. If a family with a COUNTY foster child decertifies from one FFA to join another FFA (rolling over) and is seeking to continue caring for the

COUNTY foster child, the COUNTY will coordinate and conduct a meeting with the COUNTY CWS Social Worker, current FFA, prospective FFA, and foster parent(s) to discuss the best interest of the child. The COUNTY will have discretion to determine appropriate or continued placement. The COUNTY does not guarantee continued placement for said child. The COUNTY decision will be partly based on the prospective FFA's good standing in accordance with all requirements of this Memorandum of Understanding that include: to collaborate, to cooperate, and to share appropriate information within specified time lines with other parties existing within this jurisdiction.

- E. Coordinate with the FFA Social Worker for after-hours placements. The COUNTY CWS Social Worker will contact the FFA Social Worker during a placement to obtain their signature on the placement agreement form, "Placement Agency – Foster Family Agency Agreement (SOC 154A)" (completing the placement agreement by fax will be acceptable).
 - F. Provide approved COUNTY forms and guidelines to conduct Supervised Visitations and provide the "Foster Family Agency CWS/CMS Contact/Service Delivery Log (SOC 160)" for face-to-face contacts with COUNTY foster children by the FFA;
 - G. Conduct a staffing with the COUNTY CWS Social Worker, the FFA, current foster parent(s), and prospective or new foster parent(s) to discuss the best interest of the child when placement is becoming an issue; and,
 - H. The COUNTY CWS Social Worker will notify the FFA and the FFA Foster Parent of all case staffings where FFA participation is required.
 - I. Provide date, time, and location information to the FFA for the Social Worker Core Trainings conducted by the Central California Training Academy.
- III. This MOU is a complete statement of the responsibilities and commitment of both parties to the COUNTY children and families.
- IV. TERM: This MOU is effective for the period of July 1, 2011 through June 30, 2016.
- V. COMPLIANCE WITH LAW: The FFA shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to the FFA'S employees, the FFA shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- VI. AMENDMENTS: Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with charges pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.

- VII. **RECORDS AND AUDIT:** The FFA shall maintain complete and accurate records with respect to the services rendered under this MOU. In addition, the FFA shall maintain complete and accurate records with respect to any employees or subcontractors performing work under this MOU. All such records shall be prepared in accordance with generally accepted accounting and/or record keeping procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, the FFA shall make such records available within Tulare County to the COUNTY or its designee, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of expiration or termination under this MOU.
- VIII. **INSURANCE:** Prior to approval of this MOU by COUNTY, the FFA shall file with the submitting department evidence of required insurance as set forth in Exhibit A attached. Insurance policies shall not be used to limit the FFA'S liability or to limit the indemnification provisions and requirements of this MOU or act in any way to reduce the policy coverage and limits available from the insurer(s).
- IX. **INDEMNIFICATION:** The FFA shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by the FFA or its agents, officers and employees under this MOU. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.
- X. **TERMINATION:** (a) Without Cause: County will have the right to terminate this MOU without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. The FFA agrees to return to COUNTY any and all plans, specifications and estimates, and other documents prepared by the FFA in accordance with this MOU. No sanctions will be imposed.

(b) With Cause: This MOU may be terminated by either party should the other party:

- (1) be adjudged or bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this MOU, or
- (5) materially breach this MOU.

In addition, COUNTY may terminate this MOU based on:

- (6) material misrepresentation, either by the FFA or anyone acting On the FFA'S behalf, as to any matter related in any way to COUNTY'S retention of the FFA, or

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

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

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

- XI. NOTICES: (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:

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

FOSTER FAMILY AGENCY:

PROTEUS
256 NORTH VAN NESS
FRESNO, CA. 97311
Phone No. (559) 499-2535
Fax No.

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

- XIII. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this MOU.
- XIV. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- XV. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit or the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.
- XVI. **ASSURANCES OF NON-DISCRIMINATION:** The FFA shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- (a). It is recognized that both the FFA and the County have the responsibility to protect the County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, the FFA agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County in its sole discretion, has the right to require the FFA to replace any employee who provides services of any kind to County pursuant to this MOU with other employees where County is concerned that its employees or clients may have been or may be subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this MOU with or without cause as provided for herein.
- XVII. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**
- (a) The FFA shall comply with the Health Insurance Portability and accountability Act (HIPAA) Business Associate exhibit, as set forth in EXHIBIT B attached.
- (b) At termination of this MOU, the FFA shall, if feasible, return or destroy all protected health information received from, or created or received by, the FFA on behalf of COUNTY that the FFA still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this MOU to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

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

COUNTY OF TULARE

Date: _____

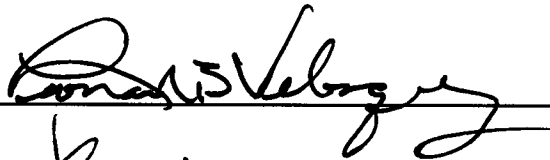
BY _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

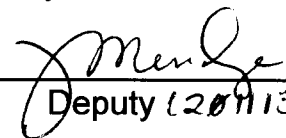
PROTEUS

Date: 11/9/11

By  Proteus Board
for info, CFO

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

Approved as to Form
County Counsel

By 
Deputy (2011378)

Date 11/15/11