

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
ORANGE COUNTY DEPARTMENT OF EDUCATION
FOR THE PROVISION OF
EDUCATIONAL LIAISON SERVICES

This Memorandum of Understanding (MOU) between the County of Orange Social Services Agency (SSA) and Orange County Department of Education (OCDE) contains program content and purpose along with specific guidelines for the implementation and administration of educational support services for dependent youth living in an out-of-home placement in Orange County (hereafter referred to as "Students"). The guidelines set forth in this MOU for collaboration between OCDE and SSA will promote improved attendance in school, academic achievement, and a decrease in disciplinary problems and juvenile delinquency among the target population.

SSA and OCDE may be referred to individually as "Party" and collectively as "the Parties." The County of Orange may be referred to as "County". The relationship between SSA and OCDE, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to Welfare and Institutions Code Section 10610 and Education Code Section 49069.5.
2. A separate agreement between the Parties exists which provides educational support services to the target population. This MOU will promote the educational advancement of the Students being served by collocating an OCDE Educational Liaison at SSA/Children and Family Services (CFS) offices to facilitate communication between SSA Senior Social Workers (SSW's) and the OCDE Educational Liaisons. This MOU contains the procedural guidelines authorized by both the SSA Director and the Superintendent of Schools for their respective employees to follow in providing services.

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I. TERM

The term shall commence on April 1, 2008, and end on June 30, 2012, unless terminated in accordance with Paragraph XVII of this MOU. However, the Parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification and confidentiality.

II. PURPOSE

The purpose of this MOU is to maintain an effective working relationship between the Parties to ensure that they participate in the Foster Youth Services Program efforts related to the goals stated in Paragraph V, below.

III. DEFINITIONS

- A. Dependent Youth: A youth who is under the jurisdiction of the Orange County Juvenile Court due to substantiated allegations of abuse or neglect. Also referred to in this MOU as "Students".
- B. Educational Liaison: OCDE employee collocated at SSA/CFS offices for the purpose of providing services under this MOU.
- C. Foster Youth Services (FYS): Collaboration among SSA, Health Care Agency, Probation Department, and the Regional Center of Orange County with the mission of providing dependent youth in out-of-home placement in Orange County with resources they need to achieve maximum educational and/or vocational potential.

IV. POPULATION TO BE SERVED

Dependent youth residing in an out-of-home placement in Orange County.

V. GOAL

The goals of this MOU are to provide educational support to dependent youth to improve their academic achievement, reduce truancy and dropout rates, and reduce the incidence of discipline problems and juvenile delinquency. Collocating an OCDE Educational Liaison at SSA/CFS offices will facilitate communication between SSW's and the Educational Liaison to promote efficiency in handling the educational needs of the Students served.

VI. SUBCONTRACTS

OCDE shall not subcontract for services under this MOU without the prior written consent of SSA. If SSA consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of OCDE to SSA. SSA shall not be responsible for any financial obligations incurred under any subcontract to this MOU. All subcontracts must be in writing and copies of same shall be provided to SSA. OCDE shall include in each subcontract any provision SSA may require.

VII. OCDE RESPONSIBILITIES

- A. Provide a minimum of one (1) full-time equivalent Educational Liaison to be collocated at CFS offices. The Educational Liaison shall perform case consultation duties regarding Students identified and referred by SSA. Education-related consultation duties shall include:
 - 1. Obtaining and reviewing Students' school records.
 - 2. Assessing educational progress of Students towards meeting graduation requirements.
 - 3. Providing information to SSA and caregivers on the educational and career paths available to the individual Student.
 - 4. Evaluating and monitoring the individual Student's progress, and making recommendations to SSA for adjustment to ensure that graduation requirements will be met in the Student's current school district.
 - 5. Facilitating timely school enrollment of Students.
 - 6. Problem-solving academic issues with Students' schools and school districts.
- B. Provide assistance and consultation to SSW's, as needed, related to the educational needs of the Students being served under this MOU.
- C. Advocate for Students in educational meetings.
- D. Collaborate and bridge communication among other agencies, such as Special Education Learning Planning Areas (SELPA Districts), as necessary to develop educational plans for Students.
- E. Assist Students in transitioning between schools and act as liaison on behalf of individual Students, as needed.
- F. Prepare and maintain accurate and complete records of Students served and dates services were provided under the terms of this MOU in a format approved by SSA.
- G. Provide SSA with annual Educational Progress Reports outlining Students' current educational status for dependent youth ages 10 through 19 in out-of-home care residing in Orange County. The report shall include recommendations for special steps (which could include tutoring, testing, and summer school) that may be needed in order for the Student to achieve educational goals.
- H. Provide CFS with a copy of the Countywide Foster Youth Services Annual report within sixty (60) days after the completion of the each full year of service. The first report will include service from March 1, 2008 through June 30, 2009. Subsequent reports will cover periods from July 1st through June 30th of each fiscal year covered by this MOU. The report shall summarize the activities and services provided by OCDE under this MOU.

VIII. SSA RESPONSIBILITIES

- A. Provide access to the Child Welfare Services/Case Management System (CWS/CMS) to the Educational Liaison.
- B. Provide office space, furniture, personal computer, and access to office equipment, and supplies to the colocated Educational Liaison, as indicated in Paragraph X, below.
- C. Exchange relevant case information, as determined by SSA, regarding Students with the Educational Liaison, as necessary.
- D. Advocate for Students in educational meetings.

IX. FACILITIES

- A. It is mutually understood that OCDE will provide services at the following facility:

SSA/Children and Family Services
800 N. Eckhoff Street
Orange, CA 92868

- B. OCDE and SSA may mutually agree in writing to add, change, modify, or delete facility locations as necessary to best serve the needs of SSA and clients to be served under this MOU.

X. USE OF COUNTY PROPERTY

- A. SSA intends to permit OCDE the rent-free use of office space, office furniture, and office equipment where OCDE will be colocated with SSA staff pursuant to this MOU. Said office space, office furniture, and equipment shall be used solely by employees of OCDE while performing their assigned duties pursuant to this MOU.
- B. OCDE shall enter into a rent-free license with SSA for facilities provided by SSA and will execute all terms and conditions of said license upon SSA's presentation of said document to OCDE. Failure to execute the license will result in a breach of this MOU.

XI. CONFIDENTIALITY

- A. SSA and OCDE agree to maintain confidentiality of all records and information about persons pursuant to all applicable federal and/or State laws or regulations including, without limitation, U.S. Privacy Act of 1974, the State of California Welfare and Institutions Code Sections 827 and 10850-10853, the CDSS Manual of Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

- B. All records and information concerning any and all STUDENTS served by OCDE under this MOU shall be considered and kept confidential by OCDE, its staff, agents, employees and volunteers. OCDE shall require all of its employees, agents, employees and volunteers who may provide services for OCDE under this MOU to sign an agreement with OCDE before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they come into contact, or the identities or any identifying characteristics or information with respect to any and all participants served by OCDE under this MOU, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit OCDE, and as to the latter, only during such audit.
- C. OCDE shall inform all of its employees, agents, volunteers and partners of this provision and that any person knowingly and intentionally violating the provisions of said State law may be guilty of a crime.
- D. With respect to STUDENTS under the jurisdiction of the Orange County Juvenile Court, OCDE must receive prior written approval of the Juvenile Court before allowing any child to be interviewed or photographed by any publication or to appear on any radio or television shows or make any other public appearance. Such approval shall be requested through child's Social Worker/Probation Officer.
- E. All materials prepared for, and/or relating to actions taken by the Juvenile Court and furnished by SSA to OCDE shall require prior written approval of the Juvenile Court for release.
- F. OCDE agrees to maintain the confidentiality of its records with respect to Juvenile Court actions, in accordance with the Juvenile Court's Confidentiality and Release of Information Policy and Order of January 28, 1997, as it now exists or may hereafter be amended.

XII. INDEMNIFICATION

OCDE agrees to indemnify, defend with counsel approved in writing by the County of Orange, and hold Department of Health and Human Services, the State, the County of Orange, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which the County of Orange's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by OCDE pursuant to this MOU. If judgment is entered against OCDE and the County of Orange by a court of competent jurisdiction because of the concurrent active negligence of the County of Orange or COUNTY INDEMNITEES, OCDE and the County of Orange agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

XIII. INSURANCE

- A. Without limiting OCDE's liability for indemnification, prior to the provision of services under this MOU, OCDE agrees to purchase all required insurance at OCDE's expense and to deposit with SSA Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County of Orange that the insurance provisions of this MOU have been complied with and to keep such insurance coverage and the certificates therefore on deposit with SSA during the entire term of this MOU, as set forth herein.
- B. All insurance policies required by this MOU shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. OCDE shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- C. If OCDE fails to maintain insurance acceptable to the County of Orange for the full term of this MOU, the County of Orange may terminate this MOU.
- D. The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, SSA retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings by the County Executive Office (CEO)/Office of Risk Management.
- E. The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."
- F. The policy or policies of insurance maintained by OCDE shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	
	Per Occurrence	Annual Aggregate
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000	\$2,000,000
Automobile Liability (covering all owned, non-owned and hired vehicles)	\$1,000,000	\$1,000,000
Workers' Compensation	Statutory	Statutory
Employer's Liability	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000

- G. All liability insurance, except Professional Liability, required by this MOU shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.
- H. The County of Orange shall be added as an additional insured on all insurance policies required by this MOU with respect to the services provided by OCDE under the terms of this MOU (except Workers' Compensation/Employers' Liability, and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.
- I. All insurance policies required by this MOU shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that OCDE's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- J. All insurance policies required by this MOU shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:
- ~~"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE."~~
- K. All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- L. If OCDE's Professional Liability policy is a "claims made" policy, OCDE shall agree to maintain professional liability coverage for two (2) years following completion of this MOU.
- M. The Commercial General Liability policy shall contain a severability of interests clause.

- N. OCDE is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. OCDE will comply with such provisions and shall furnish the County of Orange satisfactory evidence that OCDE has secured, for the period of this MOU, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.
- O. The County of Orange expressly retains the right to require OCDE to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect the County of Orange.
- P. The County of Orange shall notify OCDE in writing of changes in the insurance requirements. If OCDE does not deposit copies of acceptable certificates of insurance and endorsements with SSA incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to OCDE, and the County of Orange shall be entitled to all legal remedies.
- Q. The procuring of such required policy or policies of insurance shall not be construed to limit OCDE's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU.
- R. The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

XIV. RETENTION OF RECORDS

OCDE and SSA agree to retain all documents pertinent to this MOU for five (5) years from the termination of this MOU, or until all pending Federal, State, and County audits are completed, whichever is later.

XV. NOTICE AND CORRESPONDENCE

- A. All correspondence concerning this MOU will be in writing and sent to:

SSA: County of Orange Social Services Agency
Contract Services
888 North Main Street
Santa Ana, CA 92701

OCDE: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628-9050

- B. All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. SSA and OCDE may mutually agree in writing to change the addresses to which notices are sent.

XVI. RESOLUTION OF CONFLICTS

For resolution of conflicts between SSA and OCDE in regards to the provisions of this MOU, the following shall apply:

- Step 1: Conference between the CFS Program Manager and the OCDE/ACCESS/Foster Youth Services Coordinator.
- Step 2: Conference between the CFS Deputy Director or designee and the OCDE/ACCESS/Safe Schools Program Administrator or designee.
- Step 3: Conference between the CFS Director or designee and the OCDE/ACCESS Director or designee.

XVII. TERMINATION

- A. SSA may terminate this MOU without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of OCDE. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of SSA under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate or modify this MOU, without penalty. The decision of SSA shall be binding on OCDE. SSA shall provide OCDE with written notification of such determination. OCDE shall immediately comply with SSA's decision.

XVIII. GENERAL PROVISIONS

- A. With the exception of client records or other records referenced in Paragraph XI, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this agreement may be subject to public disclosure. SSA shall not be liable for any such disclosure.

- B. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between SSA and any of OCDE's agents or employees.
- C. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- D. This MOU has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any all rights to request that an action be transferred for trial to another county.

E.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the County of Orange.

By: _____
Ingrid Harita, Director
County of Orange
Social Services Agency

By: _____
Patricia McCaughey
Coordinator
Orange County Superintendent of Schools

Dated: _____

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

By: _____
Deputy

Dated: _____