

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Monterey County Office of Education**  
**and**  
**Monterey County Department of Social Services**

**ORIGINAL**  
#6631

This Agreement is developed and entered into by the Monterey County Office of Education hereafter referred to as "MCOE" and Monterey County Department of Social Services hereafter referred to as "DSS".

**RECITALS:**

1. Monterey County Early Learning Program will structure and coordinate the delivery of quality early care and education, health and social services, parental education/involvement and support; plus improve school's readiness for children through family-friendly environments in school-based or school-linked settings.
2. DSS provides services to CalWORKs, CalWORKs Employment Services (CWES), Temporary Assistance for Needy Families (TANF), CalFresh, MediCal, foster care, home care, and Supplemental Security Income (SSI), clients which qualify any age-appropriate children for Early Learning Program enrollment.

NOW THEREFORE, This Memorandum of Understanding is created for the purpose of setting forth the terms and conditions under which DSS and MCOE will provide the services enumerated below.

**1. Period of Performance**

- a. Performance of the work shall commence on October 15, 2019 and continue through June 30, 2022.

**2. DSS agrees to do the following:**

- a. Community Benefits will hold joint case management and/or service planning meetings as needed, with Early Learning Program service professionals (in accordance with DSS's protocols).
- b. Inform families, social workers, staff, foster parents and relative caregivers of age-eligible children that they are categorically eligible for services through the Early Learning Program and encourage them to enroll their children in high quality early care and education programs.
- c. Share a list of new applications for CalWORKs, CWES, TANF, CalFresh, Medi-Cal, foster care, home care, and SSI with Early Learning Program age eligible children from MCOE according the following schedule:
  - i. November new applications to be delivered in December.
  - ii. December new applications to be delivered in January.
  - iii. February new applications to be delivered in March.
  - iv. June new applications to be delivered in July.
  - v. July new applications to be delivered in August.
- d. Distribute approved Early Learning Program materials to clients with age-appropriate children which:

- i. Explain the comprehensive services available through the Early Learning Program;
  - ii. Inform clients that services are free;
  - iii. Describe appropriate expectations about waiting lists;
  - iv. Provide clients with instructions about how to apply for the Early Learning Program
  - v. Inform clients that assistance with completing the enrollment application is readily available.
- e. Designate a Program Manager liaison that can collaborate with Monterey County Early Learning Program Liaison/s to ensure a smooth partnership is established.
  - f. DSS agrees that no financial obligation is created by this MOU and each party is responsible for all costs associated with performing under this agreement.

**3. MCOE agrees to do the following:**

- a. Review and revise recruitment and selection policies to prioritize enrollment of foster children and children with open child welfare cases and communicate the policy to local child welfare agencies.
- b. Hold joint case management and/or service planning meetings with child welfare services professionals (in accordance with DSS's protocols).
- c. Jointly establish an agreed upon standardized referral process to Early Learning Program by DSS to be used when making referrals of eligible children with an open child welfare case.
- d. Jointly establish an agreed upon screening protocol for Early Learning Program families who are involved in the child welfare system. For example, this may include creating a referral form that identifies a child's status as the basis for his/her eligibility and includes contact information for the child's social worker.
- e. Share a list of Early Learning Program age eligible families.
- f. Invite DSS to attend and present at the Health Advisory Committee biannually, to educate each other about the Early Learning Program and child welfare services language, goals, objectives, policies and services offered.
- g. Arrange joint trainings on topics of mutual interest, such as working with high-need families (e.g., families with substance abuse issues, criminal histories, and mental health problems), administering child and family assessment instruments, and the responsibilities of mandated reporters.
- h. Deliver Early Learning Program informational flyers for inclusion in the CalWORKS Orientation Packets. These flyers will be delivered to Community Benefits' administrative office in the Life Foundation building, suite 208.
- i. Designate an Early Learning Program liaison to the child welfare community and/or consider co-locating staff within the local child welfare agency. The liaison's duties include:
  - i. Attending court hearings for Early Learning Program families involved in the public child welfare system and educating attorneys and judges about the benefits of high-quality care and education and the services available through the Early Learning Program;
  - ii. Educating staff from the local public child welfare agency and other agencies that work with abused and neglected children (e.g., nonprofit foster family agencies, family preservation agencies, and children's mental health agencies)

- about the benefits of high-quality care and education and the services available through the Early Learning Program;
- iii. Communicating regularly (in accordance with agency protocols) with the public child welfare agency and court staff about the developmental progress of, and services received by, child welfare system-supervised children enrolled in the Early Learning Program; and
  - iv. Inviting child welfare representatives to become community representatives on the Policy Council, the Governing Body, the Health Services Advisory Committee or other Early Learning Program advisory committees, such as self-assessment teams.
- j. MCOE agrees that no financial obligation is created by this MOU and each party is responsible for all costs associated with performing under this agreement.

#### **4. Personnel**

DSS personnel will not for any purpose be considered an employee or agent of MCOE. DSS assumes full responsibility for the actions of staff while performing services pursuant to this Agreement and shall be solely responsible for the supervision, daily directions, and control of their employees.

MCOE personnel will not for any purpose be considered an employee or agent of DSS. MCOE assumes full responsibility for the actions of staff while performing services pursuant to this Agreement and shall be solely responsible for the supervision, daily directions, and control of their employees.

#### **5. Confidentiality**

The guiding principle for release and exchange of information shall be that all agencies must protect children and families from unauthorized disclosure of private information unless permitted by statute, court order, or a signed consent. The specific goal for sharing of information is to develop an effective, comprehensive, and integrated system of child and family services, and to facilitate the monitoring and evaluation of funded services.

DSS consents to participation in an integrated system of services for children and families and will be required to comply with established confidentiality protocols and common policies and procedures for obtaining informed consent for release and exchange of information. This consent authorizes the gathering, exchange and release of information, and/or records for integrated children's services programs, as defined and provided for in Section 18986.46, et seq., of the California Welfare and Institutions Code. The consent serves the purpose of developing a plan for comprehensive services and making appropriate referrals for children and their families within the Integrated System of Child and Family Services.

DSS will be individually responsible to assure compliance with all State or Federal law, statutory or regulatory requirements specific to programs or services which are administered, managed or provided by their agency.

#### **6. Modification**

This Agreement may be modified through written amendments which must be mutually signed by authorized officials from Monterey County Office of Education and Monterey County Department of Social Services.

**7. Termination**

Either party may cancel this Agreement at any time upon thirty (30) calendar days written notice to the other party. In addition, if either party defaults in performance of work under this Agreement, the other party may immediately terminate this Agreement by written notice.

**8. Assignment**

This MOU may not be assigned without the prior written consent of both parties.

**9. Mutual Indemnification**

DSS shall indemnify, defend, and hold harmless MCOE, its County Board of Education, County Superintendent of Schools, officers, employees, representatives and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with DSS's performance of work hereunder, or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage caused by the sole negligence or willful misconduct of MCOE.

MCOE shall indemnify, defend, and hold harmless the DSS, its officers, employees, representatives and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with MCOE's performance of work hereunder, or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of DSS.

*(signature page follows)*

This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this Agreement is indicated by the authorized signatures affixed and dated below.

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL  
SERVICES:**

By: \_\_\_\_\_

Name: Lori Medina

Title: Director

Date: \_\_\_\_\_

**MONTEREY COUNTY OFFICE OF  
EDUCATION**

By:  \_\_\_\_\_

Name: Dr. Garry P. Bousum

Title: Associate Superintendent

Date: 10-7-19

**Approved as to Form:**

  
\_\_\_\_\_  
Deputy County Counsel

Date: 10-18-19

**Approved as to Fiscal Provisions:**

  
\_\_\_\_\_  
Auditor-Controller's Office

Date: 10-18-19