

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

**ORIGINAL**  
#4304

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 "Collaborator".

**RECITALS:**

- A. The Monterey County Head Start 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.
- B. Collaborator provides services to Cal Works, Cal Works Employment Services, (CWES), TANF (Temporary Assistance for Needy Families), foster care, home care, and SSI (Supplemental Security Income), clients which qualify any age-appropriate children for Head Start/Early Head Start enrollment.

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

**1. Period of Performance**

- a. Performance of the work shall commence on July 1, 2016 to June 30, 2019. This MOU may be modified by mutual consent of authorized officials from Monterey County Head Start Program and Monterey County Department of Social Services.

**2. The Collaborator agrees to do the following:**

- a. Hold joint case management and/or service planning meetings with Head Start/Early Head Start services professionals (in accordance with Collaborator's protocols).
- b. Inform families, social workers/Collaborator staff, foster parents and relative caregivers of age-eligible children that they are categorically eligible for services through Head Start and Early Head Start and encourage them to enroll their children in high quality early care and education programs.
- c. Share a list of Cal Works TANF (Temporary Assistance for Needy Families), Cal Works Employment Services, (CWES), foster care, home care, and SSI (Supplemental Security Income) with Head Start and Early Head Start age eligible children.
- d. Distribute approved Head Start/Early Head Start materials to clients with age-appropriate children which:

- i. Explain the comprehensive services available through Head Start and Early Head Start;
  - ii. Inform clients that services are free;
  - iii. Describe appropriate expectations about waiting lists;
  - iv. Provide clients with instructions about how to apply for Head Start and Early Head Start; and
  - v. Inform clients that assistance with completing the enrollment application is readily available.
- e. Designate a Program Manager liaison to the Monterey County Head Start Program that can collaborate with Monterey County Head Start Liaison/s to ensure a smooth partnership is established.

**3. In consideration of the activities outlined, 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 Collaborator's protocols).
- c. Jointly establish an agreed upon standardized referral process to HS/EHS programs by the Collaborator to be used when making referrals of eligible children with an open child welfare case.
- d. Jointly establish an agreed upon screening protocol for Head Start/Early Head Start 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 child welfare worker.
- e. Share a list of Head Start and Early Head Start age eligible families.
- f. Arrange calendar and/or schedule of cross-training presentation opportunities with Collaborator staff to educate each other about Head Start/Early Head Start 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. Designate a Head Start/Early Head Start 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 Head Start/Early Head Start 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 Head Start and Early Head Start;
  - 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 Head Start and Early Head Start;

- 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 Head Start/Early Head Start; and
- iv. Inviting child welfare representatives to become community representatives on the Policy Council, the Governing Body, the Health Services Advisory Committee or other Head Start/Early Head Start program advisory committees, such as self-assessment teams.

#### **4. Personnel**

Collaborator personnel will not for any purpose be considered an employee or agent of MCOE. Collaborator 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.

#### **5. Confidentiality**

The guiding principle related to consent 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.

Collaborator 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.

Collaborator 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 only by an instrument in writing signed by MCOE and Collaborator.

**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. Indemnification**

Each Party agrees to indemnify and hold harmless the other from and against liabilities, actions, causes of action, damages and attorney's fees but only in proportion to and to the extent directly resulting from the negligent acts or omissions of the indemnifying Party, its agents and employees.

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: [Signature]

Name: Elliott Robinson

Title: Director

Date: 5/5/17

MONTEREY COUNTY OFFICE OF EDUCATION

By: [Signature]

Name: Garry P. Bousum

Title: Associate Superintendent

Date: 4-27-17

AB  
Dep COO  
2-17

Reviewed as in fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey 2-17

[Signature]  
2-3-17  
DeAundra Lewelling, MBA  
Deputy Purchasing Agent  
County of Monterey