

**INTERAGENCY MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
**AND THE OFFICE OF TEHAMA COUNTY COUNSEL**

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This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as TCDSS and The Office of Tehama County Counsel, hereafter referred to as County Counsel, for the purpose of providing legal services involving Welfare and Institutions Code 300 cases.

**1. RESPONSIBILITIES OF COUNTY COUNSEL**

During the term of this agreement, County Counsel shall:

- A. Perform legal services required herein and described in Exhibit B, attached hereto and made part of the agreement.
- B. Employ and train 1.25 Full-Time Equivalent (FTE) positions at the Deputy County Counsel level I or higher and 1.00 FTE legal Secretary position to perform the services described in this agreement and .10 Supervision. If the County Counsel determines, in his/her sole discretion, that the responsibilities of County Counsel hereunder require the services of a lead-level Deputy County Counsel who is professionally qualified and experienced to independently perform the specialized work hereunder and to provide direction the other assigned attorney(s), the County Counsel may staff one or more of the above-described Deputy County Counsel positions at the Deputy County Counsel IV level.
- C. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement for the purpose of a payment and financial audit per the guidelines of the Child Welfare Services program, as described in the Department of Social Services Manual of Policies and Procedures.
- D. Verify that all such certified/licensed personnel maintain their certification or licenses throughout the provision of services under this agreement.

**2. RESPONSIBILITIES OF TCDSS**

During the term of this agreement, TCDSS shall:

- A. Provide staff as contract persons who are knowledgeable in Child Welfare Services and cases as necessary and requested by Counsel.
- B. Provide reimbursement for legal services, support, and overhead costs provided by County Counsel pursuant to this Agreement.
- C. Provide an office site, at the TCDSS site to be used when working at TCDSS.

**3. COMPENSATION**

- A. The maximum amount payable under this agreement for the term of this contract shall not exceed \$ 325,783 indicated in Exhibit C, attached hereto and made part of this agreement.
- B. TCDSS understands that County Counsel has hired and will continue to maintain a Deputy County Counsel for the benefit of TCDSS.
- C. TCDSS shall seek funding from Federal, State, County or other sources during the period covered by this agreement necessary to fulfill the budget provisions of Exhibit C.
- D. TCDSS agrees that it will immediately notify County Counsel of any projected or actual increase, decrease or discontinuance of funding from any source, which would affect any of the terms of this agreement.
- E. TCDSS reserves the right to request to modify levels of funding for programs and re-negotiate contract budgets, if needed, due to increases or decreases in funding from any funding source. TCDSS also reserves the right to request changes in program design in order to accommodate funding changes.
- F. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
- G. . Equipment purchased with funds provided by this agreement shall become the property of TCDSS upon termination of the agreement.

**4. BILLING AND PAYMENT**

County Counsel shall submit to TCDSS a quarterly flat fee invoice, of services performed, as follows:

| <u>Invoice for Services:</u>                   | <u>Invoice Due On:</u> |
|--|------------------------|
| July 1 <sup>st</sup> to Sept. 30 <sup>th</sup> | Oct. 15 <sup>th</sup>  |
| Oct. 1 <sup>st</sup> to Dec. 31 <sup>st</sup>  | Jan. 15 <sup>th</sup>  |
| Jan. 1 <sup>st</sup> to March 30 <sup>th</sup> | April 15 <sup>th</sup> |
| April 1 <sup>st</sup> to June 30 <sup>th</sup> | June 15 <sup>th</sup>  |

Invoices and time study totals showing the number of hours worked per will be emailed to [AccountsPayable@tcdss.org](mailto:AccountsPayable@tcdss.org) . TCDSS shall make payment within 30 days of receipt of County Counsel's statement.

**5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2024 and shall terminate June 30, 2025.

**6. TERMINATION OF AGREEMENT**

The agreement may be earlier terminated by order of the Superior Court pursuant to section 318.5 of the Welfare and Institutions Code. TCDSS may terminate this agreement immediately upon oral notice should funding cease or be materially decreased. Should this agreement be terminated, County Counsel shall provide TCDSS all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by County Counsel pursuant to this agreement.

**7. ENTIRE AGREEMENT; MODIFICATION**

This agreement supersedes all previous agreements and constitutes the entire understanding between the parties hereto. County Counsel shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. County Counsel specifically acknowledges that in entering into and executing this agreement, County Counsel relies solely upon the provisions contained in this agreement and no other oral or written representation.

**8. INSURANCE**

TCDSS acknowledges that County Counsel participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors. TCDSS further acknowledges that County Counsel is required to contribute a portion of the funds necessary to operate this program.

**9. NON-DISCRIMINATION**

County Counsel shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**10. GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. County Counsel shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

**11. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by County Counsel under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the TCDSS immediately.

**12. LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**13. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

**14. NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

| <b>NOTICES TO TCDSS:</b>  | <b>NOTICES TO COUNTY COUNSEL:</b>   |
|---|---|
| Bekkie Emery, Social Services Director<br>Tehama County Department of Social Services<br>P. O. Box 1515<br>Red Bluff, CA 96080<br>Fax: 530-527-5410 | Margaret Long, County Counsel<br>Tehama County Counsel<br>P. O. Box 8189<br>Red Bluff, CA 96080 |

Notice shall be deemed to be effective two days after mailing.

**15. INTERAGENCY COMMUNICATION**

Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

TCDSS: Steven Dickerson, CWS Program Manager  
Tehama County Department of Social Services  
P.O. Box 1515  
Red Bluff, CA 96080

County Counsel: Appointed Deputy County Counsel  
Tehama County Counsel  
P.O. Box 8189

**16. HAZARDOUS MATERIALS**

County Counsel shall provide to TCDSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by County Counsel, or any of its Subcontractors, in connection with the services on County property. County Counsel shall provide TCDSS with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by County Counsel, or any of its Subcontractors, during the performance of the services. TCDSS shall provide Safety Data Sheets for any Hazardous Materials that County Counsel may be exposed to while on County property.

**17. HARASSMENT**

County Counsel agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

**18. STANDARDS OF THE PROFESSION**

County Counsel agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which County Counsel has been properly licensed to practice.

**19. LICENSING OR ACCREDITATION**

Where applicable the County Counsel shall maintain the appropriate license or accreditation through the life of this contract.

**20. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this

agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**21. DOCUMENTS AND RETENTION**

1. County Counsel and TCDSS agree to retain all documents relevant to this agreement for **three** years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, County Counsel shall make available these records to the TCDSS, State, or Federal government representatives.
2. County Counsel shall develop and maintain records concerning the services provided pursuant to this agreement. County Counsel shall also provide all information necessary for quarterly reports or other reports required by TCDSS, CDSS or the Federal government. County Counsel shall fully cooperate with the TCDSS in providing any information needed by any governmental entity concerning this agreement.

**22. SEXUAL HARASSMENT**

County Counsel shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. County Counsel shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

**23. CONFLICT OF INTEREST**

County Counsel and County Counsel's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

**24. CONFIDENTIALITY**

The intent of this agreement is for County Counsel to provide legal services involving Welfare and Institutions Code 300 cases. However, the following confidentiality rules shall apply:

- a. County Counsel shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by County Counsel shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.



- b. County Counsel shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the County Counsel agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. County Counsel understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

**25. AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the TCDSS or the County Counsel, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

**26. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The TCDSS may monitor the County Counsel's performance to assure compliance with the terms, conditions, and specifications of this agreement.

County Counsel shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to TCDSS at any time. This shall include informing recipients of their right to a State hearing.

The TCDSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the County Counsel or any person employed by County Counsel, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

## **27. MISCELLANEOUS PROVISIONS**

County Counsel will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, County Counsel is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, County Counsel is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

IN WITNESS WHEREOF, TCDSS and County Counsel have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

**TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES**

Executed at Red Bluff, California, 9/20/24, by Bekkie F. Emery  
Date Bekkie F. Emery, Social Services Director

**TEHAMA COUNTY COUNSEL**

Executed at Red Bluff, California, 9/18/2024, by Margaret Long  
Date Margaret Long, County Counsel

5013-532300  
Budget Account Number

93.658  
Federal Funding CFDA #

## **EXHIBIT A**

### **NONDISCRIMINATION CLAUSE**

County Counsel agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the County Counsel agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the County Counsel directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

## **EXHIBIT B**

### **DUTY STATEMENT**

#### **Deputy County Counsel(s) for Dependency Court**

##### Deputy County Counsel

Under the supervision of the Tehama County Counsel and in collaboration with the Tehama County Department of Social Services, the Deputy County Counsel(s) will perform the following duties:

- I. Represent the Department of Social Services—Children’s Services Division (CPS) in juvenile court proceedings including law and motion calendar, contested hearings and appeals, including but not limited to the following items:
  - A. Review cases for hearing.
  - B. Staff cases set for contested hearing with pertinent parties to prepare for hearing and determine who to subpoena.
  - C. Prepare social workers for testimony.
  - D. Subpoena witnesses.
  - E. Arrange pre-settlement conferences if possible.
  - F. Provide competent legal representation.
- II. Provide consultation to Program Manager, Supervisors, and Social Workers, including but not limited to the following:
  - A. Review and advise on all petitions submitted for filing with the Court.
  - B. Attend weekly case staffing on critical cases.
  - C. Review petitions at request of a Supervisor.
  - D. Review court reports at request of a Supervisor.
  - E. Author findings and orders on critical cases.
- III. Prepare and file responses to appeals and write petitions as necessary.
- IV. Provide training to Social Workers as requested by Program Manager.
- V. Attend training on a yearly basis, which may include:
  - A. County Counsel Association Conference—Child Welfare Study Section, three-day conference, two times per year

- B. Beyond the Bench, three-day conference each year
  - C. Stay current with Child Welfare laws utilizing CoCoNet—web page exclusively for Counsel Dependency Attorneys and Compendium of Laws—a ten-chapter book outlining issues relevant to dependency court, available on line
  - D. Attend UC Davis sponsored training on legal issues including but not limited to:
    - 1. Child Welfare Law
    - 2. Juvenile Court Processes and Procedures
    - 3. Parent and Relative Search Techniques
    - 4. Writing Effective Petitions
    - 5. Writing Court Reports
    - 6. Rules of Evidence
    - 7. Preparing and Presenting Effective Testimony
    - 8. Multiethnic Placement Act
    - 9. Indian Child Welfare Act
    - 10. Criminal and Civil Liability
- VI. Develop peer support with other attorneys specializing in Child Welfare Law for consultation of complex case issues.

INTERAGENCY MOU BETWEEN TCDSS COUNTY COUNSEL  
EXHIBIT C  
2024-2025 FY BUDGET

| <u>Expenditures</u> |                              | CPS Salary Cost<br>Per 2.35 FTE |
|---------------------|------------------------------|---------------------------------|
| 51010               | Salary and Wages             | \$209,980                       |
| 51011               | Extra Help                   | \$0                             |
| 51012               | Overtime Compensation        | \$0                             |
| 51020               | PERS Retirement              | \$20,851                        |
| 51021               | OASDI                        | \$16,279                        |
| 51030               | Group Insurance              | \$52,273                        |
| 51031               | Unemployment Insurance       | \$420                           |
| 51040               | Workers Compensation         | \$2,604                         |
| <b>Total</b>        | <b>Salary &amp; Benefits</b> | <b>\$302,407</b>                |

|                              |                                | Base Budget     | Services and Supplies<br>Cost based on 2.35<br>FTE |
|------------------------------|--------------------------------|-----------------|--|
| <u>Services and Supplies</u> |                                |                 |  |
| 53120                        | Communications                 | \$3,138         | \$952  |
| 53150                        | Insurance                      | \$5,060         | \$1,534  |
| 53170                        | Maintenance of Equipment       | \$3,633         | \$1,102  |
| 53180                        | Maint Structure/Improv Grounds | \$2,000         | \$606  |
| 53200                        | Memberships                    | \$7,751         | \$2,350  |
| 53220                        | Office Expense                 | \$5,100         | \$1,546  |
| 53230                        | Professional/Special Services  | \$19,670        | \$5,964  |
| 53240                        | Publication/Legal Notices      | \$784           | \$238  |
| 53260                        | Rent/Lease of Buildings        | \$0             | \$0  |
| 53280                        | Special Departmental Expense   | \$5,752         | \$1,744  |
| 53290                        | Employee Travel Expense        | \$9,000         | \$2,729  |
| 53300                        | Utilities                      | \$15,204        | \$4,610  |
| <b>Total</b>                 | <b>Services &amp; Supplies</b> | <b>\$77,092</b> | <b>\$23,376</b>                                    |

**Total CPS Contract Cost**

**\$325,783**

Quarterly billing for FY 2024/2025

**\$81,446**