

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of May 15, 2007**

**AGENDA TITLE:** Memorandum of Understanding #642-M0710 with Folsom Lake College, El Dorado Center

<b>DEPARTMENT:</b> Human Services/Social Services	<b>DEPT SIGNOFF:</b> <i>John Litwinovich</i>	<b>CAO USE ONLY:</b> 4/27 <i>C Laura Schwartz</i>
<b>CONTACT:</b> John Litwinovich		
<b>DATE:</b> 4/18/2007 <b>PHONE:</b> X7275		

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**  
 Human Services-Social Services Division recommends that the Board:  
 1) Make determination that provision of intern services by an outside consultant is in the public's best interest.  
 2) Approve Memorandum of Understanding #642-M0710 with Folsom Lake College and Community Intern Agency, El Dorado Center ("College") delineating responsibilities for the recommendation/placement of interns participating in the College's voluntary education internship program with the Department of Human Services to enable the student interns to receive educational experience while performing specified job duties as assigned and supervised by Department of Human Services Staff. This is a non-financial and perpetual MOU.  
 2) Authorize Chairman to execute said Agreement.

**CAO RECOMMENDATIONS:** *recommend approval Laura S. Gill 4/27/07*

<b>Financial impact?</b> ( ) Yes (X) No	<b>Funding Source:</b> (X) Gen Fund (X) Other
<b>BUDGET SUMMARY:</b>	Other: Federal, State and County
Total Est. Cost _____ \$0.00	<b>CAO Office Use Only:</b>
<b>Funding</b>	4/5's Vote Required ( ) Yes (X) No
Budgeted _____ \$0.00	Change in Policy ( ) Yes (X) No
New Funding _____ \$0.00	New Personnel ( ) Yes (X) No
Savings _____ \$0.00	<b>CONCURRENCES:</b>
Other _____ \$0.00	Risk Management <input checked="" type="checkbox"/>
Total Funding _____ \$0.00	County Counsel <input checked="" type="checkbox"/>
<b>Change in Net County Cost</b> _____ \$0.00	Other _____

**\*Explain** Nonfinancial MOU

**BOARD ACTIONS:**

<b>Vote:</b> Unanimous _____ <b>Or</b> <b>Ayes:</b> <b>Noes:</b> <b>Abstentions:</b> <b>Absent:</b> Rev. 04/05	<b>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</b> <b>Date:</b> _____ <b>Attest: Cindy Keck, Board of Supervisors Clerk</b> <b>By:</b> _____
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**EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES**

*John Litwinovich*  
Director

April 17, 2007

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Members of the Board:

**Title:** Memorandum of Understanding #642-M0710 with Folsom Lake College, El Dorado Center

**Recommendations:**

Human Services-Social Services Division recommends that the Board:

- 1) Make determination that provision of intern services by an outside consultant is in the public's best interest.
- 2) Approve Memorandum of Understanding #642-M0710 with Folsom Lake College and Community Intern Agency, El Dorado Center ("College") delineating responsibilities for the recommendation/placement of interns participating in the College's voluntary education internship program with the Department of Human Services to enable the student interns to receive educational experience while performing specified job duties as assigned and supervised by Department of Human Services Staff. This is a non-financial and perpetual MOU.
- 2) Authorize Chairman to execute said Agreement.

**Reasons for Recommendations:**

The County's Human Services Department has, for many years, enjoyed an informal relationship with Folsom Lake College's Community Intern Agency for the placement of interns interested in pursuing a degree in Human Services. These internships are considered voluntary education in partial preparation for a degree in Human Services from the College. The Board is being asked to approve a Memorandum of Understanding with the College to formalize and continue this mutually beneficial relationship. This MOU is nonfinancial and perpetual. The County officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Department of Human Services. County Counsel and Risk Management have approved the Agreement. A copy is on file with the Board Clerk.

**Fiscal Impact:**

There is no fiscal impact.

**Net County Cost:**

No change in the net county cost.

**Action To Be Taken Following Approval:**

Board Clerk to:

- 1) Forward two originals of the executed Agreement for Services # to Procurement and Contracts.
- 2) Auditor's Office will authorize payment of future invoices.

Sincerely,

John Litwinovich  
Director of Human Services



# ORIGINAL

MEMORANDUM OF UNDERSTANDING #642-M0710

Between

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES

and

FOLSOM LAKE COLLEGE, EL DORADO CENTER

COMMUNITY INTERN AGENCY

Regarding

VOLUNTARY EDUCATION INTERNSHIP EXPERIENCE

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** made and entered by and between the County of El Dorado, Human Services Department, a political subdivision of the State of California (hereinafter referred to as "County") and Folsom Lake College and Community Intern Agency, El Dorado Center, an entity duly qualified to conduct business in the State of California, whose principal place of business is 6699 Campus Drive, Placerville, California 95667 (hereinafter referred to as "Consultant");

## W I T N E S S E T H

**WHEREAS**, Intern recommendations/placements are determined via consultation with Consultant's Human Services professors, program graduates, Folsom Lake College articulation advisors and Agency Directors living within the community, and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws, and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest.

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

- 1) This internship is voluntary education in partial preparation for a degree in Human Services from Consultant and no compensation for time or services is expected or will be rendered. Internship duties will be coordinated by the County's Human Services Department.
- 2) County agrees to carefully evaluate Intern's quality of work:
  - a) County will sign the Intern's time sheet designating of hours of work only if quality services have been performed to the County's satisfaction. County will return same to Consultant.
  - b) County will complete Intern Evaluation and return same to Consultant.
  - c) County agrees to contact Intern's professor regarding concerns and suggestions for improving Intern's performance.
- 3) The purpose of this internship to County is to develop Intern's direct, in-person communication skills as it relates to their Human Services degree.

- a) County agrees to utilize Intern primarily for this stated purpose rather than primarily for clerical work. As a result, Intern's primary duties will be from either Group A or Group B, or a combination of both, as detailed on Exhibit "A", attached.
- 4) Consultant realizes that, due to the confidentiality of the nature of the work that the Intern will be performing, all Interns must clear a security background check performed by the County prior to beginning any Internship duties with County.
- 5) County realizes that Intern enrollment within the Human Services Degree Program is voluntary and, consequently, Intern may terminate the relationship with County and/or the College at any time and without any prior notice. Additionally, the Consultant may also terminate the Human Services Intern placement. However, both parties will, if possible, give two (2) weeks notice prior to termination of the Human Services Intern placement.

**Indemnity:** The Consultant shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to students, interns, workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, sub consultant(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as County directs.

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Notices to Consultant shall be addressed as follows:

FOLSOM LAKE COLLEGE AND COMMUNITY INTERN AGENCY  
EL DORADO CENTER  
6699 CAMPUS DRIVE  
PLACERVILLE, CA 95667  
ATTN: SARAH PENDER, EdD, PhD, MFT

or to such other location as the Consultant directs.

**Entire MOU:** This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

**IN WITNESS WHEREOF,** THE PARTIES HERETO HAVE EXECUTED THIS MOU the day and year first below written.

- - COUNTY OF EL DORADO - -

Dated: \_\_\_\_\_

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck,  
Clerk of the Board of Supervisors

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

- - HUMAN SERVICES DEPARTMENT - -

Dated: March 27, 2007

By: John Litwinovich

John Litwinovich, Director  
El Dorado County  
Human Services Department  
"DHS"

-- FOLSOM LAKE COLLEGE --

Dated: 5 APRIL 07

FOLSOM LAKE COLLEGE AND COMMUNITY INTERN AGENCY,  
A SUBDIVISION OF THE LOS RIOS COMMUNITY COLLEGE DISTRICT

By: 

Sara Pender, EdD, ~~PhD~~, CMFT  
Folsom Lake College and Community Intern Agency  
El Dorado College Center  
"Consultant"

# EXHIBIT A

## El Dorado County - Department of Human Services Intern Duties

Depending on their individual qualifications, Interns will be required to perform duties as identified below in either Group A and/or Group B. Specifically:

### **GROUP A DUTIES**

- Transport clients to visits, court, medical appointments.
- Supervise visitation between parents and children.
- Assist DHS staff and/or clients, family of clients and/or caretakers with paperwork as it relates to client cases and/or case management duties.
- Computer entry of narrative information regarding client contacts.
- Assist clients in the use of the computer to complete a resume and to perform job search activities.
- Refer clients, family, and/or caretakers of clients to other resources as needed.
- Special research projects.
- Assist specific populations to re-engage them in the program.
- Assist those clients who have obtained employment to retain and advance in their employment.
- Conduct ongoing needs assessments.
- May provide emergency childcare.
- May testify in juvenile court hearings.

### **GROUP B DUTIES**

- Transport clients to visits, court, medical appointments.
- Supervise visitation between parents and children.
- Assist DHS staff and/or clients, family of clients and/or caretakers with paperwork as it relates to client cases and/or case management duties.
- Computer entry of narrative information regarding client contacts.
- Under close supervision, investigation/case management duties of DHS cases to include:
  - Interview clients.
  - Determine client service need.
  - Receive reports of and subsequent determination of appropriate response to reports of child abuse or neglect.
  - Provide resource referrals to clients and the public.
  - Investigate allegations of child abuse or neglect.
  - Case plans.
  - Court reports.
  - Represent County in court.
  - Monthly visits with clients.
  - Visit with family and resources of clients as it applies to case management duties.
  - Data entry.
  - May testify in juvenile court hearings.
- Coordinate activities with law enforcement and various other agencies.