

**ORANGE COUNTY
BOARD OF EDUCATION
AGENDA ITEM ABSTRACT**

Meeting Date: August 26, 2013

**AGENDA
ITEM No. 13-08-(2)-11
ACTION ITEM: (Y/N) Y**

SUBJECT: Orange County Department of Social Services Social Worker Services Agreement

INFO. CONTACT: Dr. Marcie Holland **PHONE:** 919-732-8126

ATTACHMENT: 1. Agreement between The Orange County Schools and Orange County, North Carolina for School Social Worker Services

PURPOSE: The purpose of this item is to allow the Board of Education the opportunity to approve the Agreement with the Orange County Department of Social Services related to school social worker services.

BACKGROUND: The attached agreement has been revised to provide direction and establish responsibilities for the delivery of school social worker services for the students of Orange County Schools. Orange County Schools has full time school social workers and/or family specialists who provide social worker services in twelve (12) schools, four (4) of which are full time Orange County Schools' permanent employees, and eight (8) are employees of Orange County Department of Social Services.

Orange County provides supplemental funding in the amount of \$494,000 to the school district, also known as 'fair funding,' to help offset the costs for the social worker positions managed through the Department of Social Services, as well as school nurses and school resource officers. For the 2012-13 school year, Orange County Schools reimbursed Orange County Department of Social Services \$387,192 for the salaries and benefits of the eight (8) positions. Currently, the Department of Social Services requests federal Medicaid reimbursement for application services provided by the social workers/family specialists for the remaining costs of the eight (8) positions. Currently, the Department of Social Services is monitoring federal communications regarding Medicaid reimbursement and does not know if this reimbursement program will continue. Therefore, in the agreement being presented, the total cost of the salaries and benefits to support the eight (8) positions is identified (Section 3.1), but the Department of Social Services has agreed to continue to seek Medicaid reimbursement for any and all services allowable by law, either current or based on future changes (Section 2.3).

The agreement has been reviewed by counsel.

FINANCIAL IMPACT: The potential increase in local expenditures for the school district is approximately \$307,808, if Medicaid reimbursement is discontinued completely.

RECOMMENDATION: The Superintendent recommends the Board of Education approve the Orange County Department of Social Services Social Worker Services Agreement.

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

AGREEMENT BETWEEN
THE ORANGE COUNTY SCHOOLS
AND
ORANGE COUNTY, NORTH CAROLINA
FOR SCHOOL SOCIAL WORKER SERVICES

THIS AGREEMENT, made and entered into this the 1st day of July, 2013, by and between the Orange County Schools Board of Education ("OCS" or "District") and Orange County ("County") by and through the Orange County Department of Social Services, ("DSS") (the "DSS") (collectively, the "Parties"), both located in Hillsborough, Orange County, North Carolina.

WITNESSETH:

WHEREAS, the parties have agreed with each other that DSS will provide certain services for OCS; and

WHEREAS, OCS has agreed to pay certain compensation for said service and the parties desire to execute this contract to delineate their understanding of this agreement; and

WHEREAS, DSS is authorized by the State Division of Medical Assistance to provide case management services to Medicaid eligible children at risk of abuse or neglect and is eligible to receive certain Medicaid reimbursement for the costs of providing this service; and

WHEREAS, many of the children served by OCS are Medicaid eligible and in need of such case management services;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Term.** This Agreement shall be effective from July 1, 2013 to June 30, 2014 (the "Term"). This Agreement may be renewed annually by mutual agreement of the parties by May 31st of each year.
2. **Obligations of DSS.** DSS hereby agrees to provide services to the OCS as follows:
 - 2.1 **Scope of Services.** DSS agrees to provide eight social work staff (each a "Social Worker," collectively "Social Workers") to provide case management services exclusively to referrals of OCS (the "Services").

- a. The Social Workers shall provide case management services to children at risk of abuse or neglect eligible to be served through the Medicaid At Risk Case Management Program. Services may include identification of family, economic and social issues impacting the ability of students to have successful academic outcomes, provision of counseling to children and families with certain risk factors, and provision of other supportive services to address the identified problems.
 - b. The Social Workers shall be employees of Orange County and will be directly supervised by and accountable to DSS.
- 2.2 Other Supportive Services. To provide in-kind supportive services without additional charge to OCS including continuing program training of social workers, verification of Medicaid eligibility, and Medicaid billing and reconciliation.
 - 2.3 DSS will effectively and comprehensively obtain Medicaid reimbursement to the extent permitted by law the cost of the Services.
 - 2.4 DSS will provide a monthly invoice to OCS for the reimbursement of the costs of the Services and Social Workers not covered by Medicaid, including all costs associated with the salary and benefits for the Social Workers based on the Orange County pay plan; FICA taxes; local government retirement; vacation, sick, petty, or other leave under the approved Orange County plan; paid holidays as observed by Orange County; Orange County paid insurance (health, dental, and life); travel costs; and all other costs associated with these positions.
 - 2.5 Orange County will not provide any funds to cover the cost of the Services.
 - 2.6 All Social Workers must meet the criteria established in Section 11 (Lunsford Act/Criminal Background Checks) of this Agreement. Failure to comply with the criteria set forth in Section 11 will result in the immediate termination of this Agreement.
3. **Obligations of the OCS.**
- 3.1 The OCS hereby agrees to reimburse Orange County within thirty (30) days of receipt of the monthly invoices pursuant to Section 2.4 above. Such reimbursement costs to OCS shall not exceed six hundred and ninety five thousand dollars (\$695,000.00) during the Term.
 - 3.2 Other Supportive Services. OCS agrees to provide in-kind supportive services for the Social Workers without charge to DSS including: office space, parking space,

office equipment, clerical support and telephone service.

- 3.4 The Social Workers shall be employees of Orange County; however, the OCS shall participate in the interviewing and selection process utilized by DSS for the hiring of the Social Workers covered by this Agreement in accordance with the Orange County Personnel Ordinance and Office of State Personnel Policy. DSS may not assign any individual employee to provide services under this Agreement without the OCS's advance written approval, such approval not to be unreasonably withheld. The eight (8) Social Worker positions are not subject to Orange County hiring freezes.

4. **Obligations of the Parties.** The Parties agree to the following:

- 4.1 Procedures for referrals and provision of services. The Parties shall work together to develop procedures for referral and service provision for OCS students.
- 4.2 Liaison Assigned. Due to the nature of this Agreement, a close working relationship between the Parties is essential. To facilitate this relationship, OCS and DSS will establish liaisons from their respective organizations to provide coordination and oversight. Assignment of work to the Social Workers and coordination of sick, vacation, and other leave will be the joint responsibility of the liaisons.
- 4.3 Coordination of Work Assignments and Leave. Assignment of work to the Social Workers and coordination of sick, vacation, and other leave will be the joint responsibilities of the liaisons and DSS.
- 4.4 Performance of Social Workers. Although the Social Workers are Orange County DSS employees, if at any time the OCS determines that a Social Worker's performance or professional interactions are inadequate or inappropriate, OCS may, in its sole discretion, direct DSS to replace the employee, with the understanding that staffing the position may take as long as four (4) to five (5) weeks given time for posting the position, interviewing, and providing proper notice. In the interim, social worker services will be shared among other DSS employees and OCS employees. This period of time will not exceed six (6) weeks. Any subsequent disciplinary action for the Social Worker shall be pursued by Orange County in compliance with the Orange County Personnel Ordinance and the State Personnel Act. Upon request by Orange County, OCS shall comply with any requests for documentation regarding the employee's conduct.
- 4.5 Business Associates Agreement. The parties agree to abide by the conditions set forth in the Business Associate Agreement, which is attached hereto and incorporated by reference.

5. **Non-appropriation.** Pursuant to N.C. General Statute 143C-6-8, it is understood and agreed between DSS and the OCS that the OCS's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made, and, if payment obligations are made with State funds, upon the availability of appropriated funds that are not State funds.
6. **Termination.**
 - 6.1 This Agreement or its renewals may be terminated at any time without penalty by either party provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination.
 - 6.2 Notwithstanding Section 6.1 above, this Agreement may be terminated by either party within thirty (30) days if the Medicaid At Risk Case Management Program ceases to exist. In the event of such termination any payment due under this Agreement shall be prorated to the date of termination.
7. **Insurance.** DSS agrees to maintain \$1,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees of DSS participating in the provision of services under this Agreement. Certificates of such insurance shall be furnished by DSS to the OCS and shall contain the provision that the OCS be given 20 days' written notice of any intent to cancel or terminate by either DSS or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default and grounds for immediate termination of this Agreement.
8. **Monitoring and Auditing.** DSS shall cooperate with the OCS, or with any other person or agency as directed by the OCS, in monitoring, auditing, or investigating activities related to this Agreement. DSS shall provide auditors retained by the OCS with access to any records and files related to the provision of services under this Agreement.
9. **Records and Confidentiality of Student Information.** DSS agrees that all student records, if any, obtained in the course of providing services to the OCS under this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and OCS policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. DSS will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of DSS. DSS shall not forward to any person other than the parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, DSS shall turn over to District all student records of OCS's eligible students to whom DSS has provided services under this Agreement.
10. **Access to School Premises.** The OCS shall maintain full, final, and plenary authority to

grant, deny, or restrict DSS, its agents or employees access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on school premises or at school-sponsored events. Nothing in this Agreement shall be construed to create any right of access to school facilities or school-sponsored events on the part of DSS, its agents, or employees, and the OCS expressly reserves the right to deny or restrict DSS, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to DSS. The decision to deny access to DSS to any student, school facility, or school-sponsored event shall be final and not subject to appeal. The OCS shall not incur any liability to DSS for denying or restricting access to school premises or school-sponsored events, with or without cause, and DSS expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.

11. **Lunsford Act/Criminal Background Checks.** All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. DSS shall conduct criminal background checks on each of its employees or agents who, pursuant to this Agreement, interacts with OCS students or provides services on OCS property or at OCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. DSS shall provide documentation to the District of criminal records and background checks before assigning its employees or agents to provide services under this Agreement. DSS shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any employee or agent be assigned to work with any student or on OCS property or at OCS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

DSS further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The OCS reserves the right to prohibit any contractual personnel of DSS from delivering goods or providing services under this Agreement.

Failure to comply with this provision shall be grounds for immediate termination of the Agreement.

12. **Liability.** Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
13. **Relationship of Parties.** The County shall be an Independent Contractor of the OCS and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of DSS be construed as an officer, employee, agent or principal of the OCS. County personnel shall not be employees of, or have any contractual relationship with, the OCS.
14. **Compliance with Applicable Laws.** During the term of this Agreement, DSS shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. DSS represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Agreement. DSS shall not employ any individuals to provide services to the OCS who are not authorized by federal law to work in the United States.
15. **Applicable OCS Policies.** DSS acknowledges that the Orange County Board of Education has adopted policies governing conduct on OCS property and agrees to abide by any and all relevant Board of Education policies while on OCS property.
16. **Assignment.** DSS shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the OCS.
17. **Intent to be Bound.** The parties have read this Agreement, including the Business Associates Agreement attached, and agree to be bound by all of its terms, and further agree that the documents constitute the complete and exclusive statement of the Agreement between the Parties.
18. **Agreement Modifications.** This Agreement may be amended only by written amendments duly executed by and between OCS and the County.
19. **North Carolina Law.** North Carolina law will govern the interpretation and construction of this Agreement.
20. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement. This document supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

21. **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
22. **Notices.** Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County Department of Social Services
Nancy Coston
Director
PO Box 8181
Hillsborough, NC 27278

Orange County Schools
Dr. Denise Morton
Chief Academic Officer
200 East King Street
Hillsborough, NC 27278

Remainder of page intentionally left blank. Signatures follow.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

FOR AND ON BEHALF OF:
ORANGE COUNTY SCHOOLS
BOARD OF EDUCATION

FOR AND ON BEHALF OF:
ORANGE COUNTY, NORTH CAROLINA

By: _____
Superintendent, Orange County Schools

By: _____
Chair, Orange County Board of
Commissioners

DATE: _____

DATE: _____

Attest:

Clerk of the Orange County
Board of Commissioners

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Donna Brinkley
Orange County Schools Finance Officer

Date

This instrument has been approved as to technical content.

Nancy Coston
Social Services Director

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Clarence Grier, Director
Orange County Financial Services Director

Date

This instrument has been approved as to form and legal sufficiency.

Annette M. Moore, Staff Attorney
Office of the County Attorney

Date