

MEMORANDUM OF UNDERSTANDING #8514
Coordinated Education Support for Dependent Youth
(Title IV-E Foster Care Administrative Activities and Co-location Agreement)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California, on behalf of its Health and Human Services Agency (hereinafter referred to as “HHSA”), and Probation Department (hereinafter referred to as “Probation”), (hereinafter collectively referred to as “County”), and El Dorado County Office of Education, a public agency, whose principal place of business is 6767 Green Valley Road, Placerville, California 95667 (hereinafter referred to as “EDCOE”);

RECITALS

WHEREAS, EDCOE is the legal entity with responsibility for the provision of services to and oversight of the school districts within El Dorado County;

WHEREAS, HHSA Child Welfare Services (CWS) is responsible for protecting children who either do not have a parent, guardian, or custodian, or children whose parents, guardians, or custodians are unable to provide for their care or supervision;

WHEREAS, Probation is responsible for children adjudged to be a ward of the Court, in accordance with California Welfare and Institutions Code (WIC) Section 602;

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

NOW, THEREFORE, County and EDCOE mutually agree as follows:

ARTICLE I

Mutual Responsibilities: EDCOE operates the Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with California Education Code Sections 42920-42925. Under this direction, EDCOE has contracted to serve pupils in foster care in El Dorado County.

Effective in January 2004, Assembly Bill (AB) 490 (Chapter 862, Statutes of 2003) established key provisions supporting the educational opportunities within the best interest of the children in foster care. The passage of AB 854 in October of 2015 further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP and County, a natural collaboration was established for serving the foster youth in El Dorado County and this MOU is intended to ensure all of the El Dorado County Foster youth receive support for educational opportunities, in accordance with Education Code Sections 42921, 48853.5, and 49069.5.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act (42 U.S.C. Sec. 670 et seq.). This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance. This MOU also establishes that HHSA will provide a workstation for the EDCOE employee(s) to co-locate at the HHSA facility and will have access to the Child Welfare System/Case Management System (CWS/CMS) or subsequent replacement system. Representatives from HHSA and EDCOE shall meet annually, by the 10th of January each year, to determine funding levels to maintain the position.

EDCOE is the legal entity with responsibility for the provision of services to and oversight of the school districts within El Dorado County and HHSA provides multiple services to abused or neglected children who have been removed from their family homes. EDCOE has represented to County that it would be beneficial to County and EDCOE to locate an EDCOE employee(s) at the HHSA facility to assist in the coordination of services provided to children removed from their family homes.

A. EDCOE Responsibilities: Title IV-E Foster Care Administrative Activities.

EDCOE agrees to:

1. Provide educational support, as described in Education Code Section 42921 to pupils in foster care. For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code Section 42238.01;
2. Work with County to ensure no duplication of activities to serve foster youth;
3. Work with County to minimize changes in school placement;
4. Support local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
5. Provide education-related information to County to assist in delivering services to foster children, including but not limited to educational status and progress information required for including in court reports by WIC Section 16010;
6. Respond to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
7. Work to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
8. Facilitate communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
9. Share information with the foster care provider regarding available training programs that address education issues for children in foster care;
10. Refer caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;

11. Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
 - i. Mentoring
 - ii. Counseling
 - iii. Transitioning services
 - iv. Emancipation services
12. Facilitate timely Individualized Education Programs (IEP), in accordance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.), and of all special education services;
13. Establish collaborative relationships and local advisory groups;
14. Establish a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;
15. Provide regular updates on the status, grades, and performance of El Dorado County foster youth, including but not limited to 504 agreements, Individual Education Plans (IEP) and evaluations;
16. Track data and reporting on outcomes within the time schedule established in joint agreement with County;
17. Complete time and effort reporting in accordance with the Uniform Grant Guidance 2 Code of Federal Regulations (CFR) Sec. 200.430. The time and effort reporting shall be the basis for determining the amount of time spent on Title IV-E activities that are submitted to County for reimbursement:
 - i. Staff performing Title IV-E activities will complete a time and effort report to identify Title IV-E allowable, non-allowable, and general administrative activities.
 - ii. Hours reported will be correlated to the Title IV-E and non-Title IV-E activities. Hours will then be applied to the salaries and benefits of the staff completing the time and effort reporting (excluding non-allowable activities such as vacation, sick time, etc.) and then adjusted by application of the discount rate, to determine the salary and benefit costs that equal allowable Title IV-E activities and the unallowable activity costs. General administrative costs are applied equitable between the Title IV-E activities and non-Title IV-E activities.
 - iii. Direct costs are claimed in the category to which they were incurred and only if they are not included in the department Indirect Cost Rate (ICR).
 - iv. Copies of time and effort reports (including timecard and slips for extra hours/OT), salary and benefits, and direct costs are sent to County quarterly for review, along with reconciling financial reports. Time and effort report hours, financial reports, and invoices submitted will be signed by the duly authorized individual and then sent to County.
18. Adhere to federal title IV-E rules when submitting invoices for reimbursement to County for allowable activities.

B. EDCOE Responsibilities: Co-Location.

1. As the appointing authority and employer of EDCOE employee(s) assigned to work at the HHS location, EDCOE shall be responsible for:
 - i. Selection of EDCOE employee(s) including but not limited to hiring, training, supervision, management and termination; and

- ii. Maintenance of Workers' Compensation or a self-insurance program and provide coverage for all other appropriate benefits covering EDCOE employees assigned to work at HHSA.
2. Assign EDCOE employee(s) to work with HHSA at a location determined by HHSA and approved by EDCOE. Said EDCOE employee(s) shall have the appropriate experience to provide adequate services to coordinate required or necessary school services to children or at-risk youth referred by HHSA;
3. Direct the EDCOE employee(s) to serve at HHSA during mutually acceptable times and days;
4. Provide assurance that the EDCOE employee(s) assigned to HHSA conforms to the same reasonable rules and regulations HHSA employees are expected to comply with, including but not limited to Health Insurance Portability and Accountability Act ("HIPAA") regulations, Confidentiality, and Mandated Reporting;
5. Provide performance, task and supervisory support to EDCOE employee(s);
6. Direct the EDCOE employee(s) to participate in HHSA meetings and multidisciplinary team meetings (MDT) as requested, including but not limited to CWS staffing meetings, Child and Family Team (CFT) meetings, and all requested meetings that include Client/family members/case worker personnel;
 - i. Attendance and all communications at said meetings are bound by any and all confidentiality rules, including but not limited to WIC Sections 18986.40-18986.46.
7. Direct EDCOE staff to perform data entry and update education information for children in the appropriate software systems, as applicable to their scope of duties under this MOU. In doing so, EDCOE agrees to abide by all terms and conditions of County Network User Guide, attached hereto as Exhibit A, marked "General Network Usage and Access Procedures and Guidelines," incorporated herein and made by reference a part hereof. The computer and all information contained within the computer shall remain the sole property of County and shall only be made available to use consistent with the services described herein this MOU.
8. Ensure that prior to using any computer in this capacity, any employee of EDCOE attempting to access information found on one of the aforementioned systems, shall have completed and signed Exhibit B, marked "CWS/CMS Access Agreement," incorporated herein and made by reference a part hereof.
9. Remove or replace EDCOE staff assigned to HHSA, immediately upon request of County.

C. County Responsibilities: Title IV-E Foster Care Administrative Activities.

County agrees to:

1. Work in partnership with EDCOE to achieve the identified goals and outcomes;
2. Assign a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
3. Work with EDCOE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
4. Facilitate and participate in joint problem solving with EDCOE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;

5. Provide venue to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs; and
6. Work with EDCOE to enhance educational involvement in the Independent Living Plan (ILP) process.

D. County Responsibilities: Co-Location.

County agrees to:

1. Provide EDCOE staff with adequate office space that protects both EDCOE staff and Client confidentiality and safety; EDCOE employee(s) will be expected to space share if there is more than one staff member;
2. Provide EDCOE staff with appropriate furniture necessary to conduct business, i.e., desk, chair, computer with access to County applications, telephone, locking filing cabinet, guest chairs, shelving units, and storage;
3. Provide EDCOE staff with access to a copy machine and a fax machine;
4. Require EDCOE staff to sign and adhere to Exhibit A. EDCOE shall also ensure that EDCOE staff adhere to these guidelines.
5. Require EDCOE staff to sign Exhibit B (or subsequent replacement system) access agreements, prior to providing EDCOE staff access to CWS/CMS or subsequent replacement system;
6. Require EDCOE staff to sign Exhibit C marked "HHSA Confidentiality Statement," incorporated herein and made by reference a part hereof., prior to the provision of County systems;
 - i. County will be responsible for retaining EDCOE staff signed Exhibits A, B and C, and will provide the signed copies to EDCOE upon request; and
 - ii. County will be responsible for ensuring appropriate Access Agreements are maintained if updated for subsequent replacement systems.
7. Provide EDCOE staff with access to a County computer to use in accessing CWS/CMS (or subsequent replacement system) as necessary and required in performance of the duties described herein;
8. Provide EDCOE staff with an identity badge and key fob to allow access to County utilized facility(ies). County will ensure that any facility security access key fob provided identifies EDCOE staff as a contractor and not an employee;
9. Provide janitorial services for the office space assigned to the EDCOE staff;
10. Provide EDCOE staff with access to staff restrooms and break rooms;
11. Provide EDCOE staff with assistance, to the extent reasonable and appropriate, with special processing circumstances, including language differences and access to relevant Client information. HHSA agrees, at HHSA's cost, to make either a qualified interpreter or access to a qualified interpreter via telephone translation services available for interpreter services. A "qualified interpreter" is defined as an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary;
12. Refer HHSA Clients to EDCOE staff for processing; and
13. Provide EDCOE staff with annual lists of approved County holidays.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall cover the period of September 1, 2024 through August 31, 2027.

ARTICLE III

Fiscal: The maximum obligation of County under this MOU shall not exceed the actual federal share of costs for the allowable activities as outlined in Exhibit D marked “All County Letter (ACL) 16-91,” incorporated herein and made by reference a part hereof. EDCOE is responsible to provide the County share (nonfederal share) of costs and will certify that the County share meets all matching requirements for Title IV-E and are not used as a match for any other federal or state fund source per 2 CFR Sec. 200.306. The match shall be documented on EDCOE’s quarterly invoice and must be expended in order to claim Title IV-E reimbursement.

County agrees to accept invoices for reimbursement from EDCOE for Title IV-E administrative activities at fifty percent (50%) federal financial participation (FFP) of the costs of allowable activities conducted by EDCOE for children who are placed in foster care. Prior to calculating the FFP, the total costs will first be discounted by the percentage of the total number of children in placement who are not federally eligible. County will utilize the methodology outlined in [County Fiscal Letter \(CFL\) 12/13-24](#) to determine the discount rate and will provide the rate at the end of each fiscal quarter, up to eight (8) days after the quarter, to EDCOE. EDCOE shall submit to County no later than ten (10) days after the end of the fiscal quarter, or after termination of this MOU, an invoice certifying the expenditures for allowable activities.

The associated costs are invoiced to the California Department of Social Services (CDSS) as direct costs by County on the quarterly County Expense Claim (CEC) based on the claimable expenditure by EDCOE. County agrees to pay EDCOE monthly in arrears and within forty-five (45) days following the County's receipt and approval of invoices for reimbursement. County may withhold or delay any payment if EDCOE fails to comply with any provisions of this Agreement.

EDCOE shall be financially responsible for audit exceptions and disallowances by the State and Federal Government. EDCOE shall maintain and provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organization-wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOUs.

Invoices shall be emailed or mailed to County at the following address:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p style="text-align: center;">SSCWSinvoice@edcgov.us Please include in the subject line: “Contract #, Service Month, Description/Program”</p>	<p style="text-align: center;">County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

ARTICLE IV

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Confidentiality: EDCOE shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. EDCOE and all EDCOE staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this MOU. This confidentiality provision shall survive after the expiration or earlier termination of this MOU.

ARTICLE VI

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of EDCOE performing services for County, Contractor shall execute Exhibit E marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE VII

Assignment and Delegation: EDCOE is engaged by County for its unique qualifications and skills as well as those of its personnel. EDCOE shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event EDCOE receives written consent to subcontract services under this MOU, EDCOE is required to ensure subcontractor remains in compliance with the terms and conditions of this MOU. In addition, EDCOE is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE VIII

Termination and Cancellation:

- A. **Bankruptcy:** County may terminate this MOU immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of EDCOE.
- B. **Ceasing Performance:** Either party may terminate this MOU in the event the other party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- C. **Termination or Cancellation without Cause:** Either party may terminate this MOU in whole or in part upon thirty (30) calendar day's written notice to the other party without cause. Upon receipt of a Notice of Termination, the receiving party shall promptly discontinue all services affected after appropriate and prompt transition of existing sensitive referral cases is completed, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE IX

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to EDCOE shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION
6767 Green Valley Road
Placerville, CA 95667
ATTN: Wendy Frederickson, Deputy Superintendent, or Successor
wfrederickson@edcoe.org

or to such other location or email as the Contractor directs.

ARTICLE X

Change of Address: In the event of a change in address for EDCOE's principal place of business, EDCOE's Agent for Service of Process, or Notices to EDCOE, EDCOE shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties". Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE XI

Indemnity: EDCOE shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, El Dorado 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 EDCOE services, operations, or performance hereunder,

regardless of the existence or degree of fault or negligence on the part of County, EDCOE, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of EDCOE to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

County shall defend, indemnify, and hold EDCOE harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, EDCOE 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 County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of EDCOE, County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of EDCOE, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save EDCOE harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of EDCOE are separate, independent obligations under the MOU, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the MOU.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XII

Insurance: All parties to this MOU are self-insured and shall provide a letter of self-insurance, if requested to do so by the other party during the term of this MOU.

ARTICLE XIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this MOU that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this MOU.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIV

Waiver: No failure on the part of the parties to exercise any rights under this MOU, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XV

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for EDCOE and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this MOU is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this MOU are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

EDCOE covenants that during the term of this MOU neither it, or any officer or employee of the EDCOE has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this MOU.
- B. Any other entities connected with, or directly affected by, the services to be performed by this MOU.
- C. Any officer or employee of County that are involved in this MOU.

If EDCOE becomes aware of a conflict of interest related to this MOU, EDCOE shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this MOU by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), EDCOE shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by EDCOE, if any, to any officer of County.

ARTICLE XVI

Nondiscrimination:

- A. County may require EDCOE's services on projects involving funding from various state and/or federal agencies, and as a consequence, EDCOE shall comply with all applicable nondiscrimination statutes and regulations during the performance of this MOU including but not limited to the following: EDCOE and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race,

religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; EDCOE shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this MOU by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. EDCOE and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, EDCOE shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. EDCOE's signature executing this MOU shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. EDCOE shall comply with Exhibit G, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. EDCOE shall acknowledge compliance by signing and returning Exhibit G upon request by County.

ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XVIII

Licenses: EDCOE hereby represents and warrants that EDCOE and any of its subcontractors employed under this MOU has all the applicable licenses, permits, and certifications that are legally required for EDCOE and its subcontractors to practice its profession or provide the services or work contemplated under this MOU in the State of California. EDCOE and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this MOU.

ARTICLE XIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement for Health and Human Services (HHSA) is Leslie Griffith, MSW, Assistant Director, Protective Services, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

The County Officer or employee with responsibility for administering this Agreement for the Probation Department is Kaci Smith, Deputy Chief Probation Officer, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XX

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXII

Partial Invalidity: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this MOU.


ARTICLE XXV

Counterparts: This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU.

ARTICLE XXVI

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 agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Jun 10, 2024 09:42 PDT)

Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 06/10/2024

By: *kaci smith*
kaci smith (Jun 11, 2024 09:54 PDT)

Kaci Smith
Deputy Chief Probation Officer
Probation Department

Dated: 06/11/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Jun 11, 2024 10:04 PDT)

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 06/11/2024

By: *Brian Richart*
Brian Richart (Jun 17, 2024 10:52 PDT)

Brian J. Richart
Chief Probation Officer
Probation Department

Dated: 06/17/2024

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By: *Ed Manansala*
Ed Manansala (Jun 17, 2024 14:27 PDT)
Ed Manansala
Superintendent
"EDCOE"

Dated: 06/17/2024

By: *Wendy Frederickson*
Wendy Frederickson (Jun 17, 2024 11:43 PDT)
Wendy Frederickson
Deputy Superintendent of Administrative Services
"EDCOE"

Dated: 06/17/2024

County of El Dorado

Procedures and Guidelines

Information Technologies

Version 4.0

July 2023

General Network Usage and Access Procedures and Guidelines

El Dorado County Office of Education
Exhibit A
County Network User Guide

1. PURPOSE

This document contains procedures and standards regarding the use of County network resources, in support of the General Network Usage Policy (published in compliance with Board Policy A-19).

2. DEFINITIONS OF TERMS

Information Domain – the entire communications infrastructure (hardware, software, and data) that comprises the County’s secure network. Differentiated in this policy from County communications infrastructure that is specifically for public use (such as the EDC-Public WiFi network).

Network Resources – collective term for the capabilities and services provided within the County information domain and cloud environments (Examples listed in the A19 Policy).

Kiosk – A computer that is accessed by more than one user with no user credentials required. The common use of a kiosk is for public access to make a transaction or look up information.

Protected Data - Applies to data that must be kept secure under State, Federal, County, Tribal, and Local regulations which includes:

PII - Personally Identifiable Information

HIPAA - Health Insurance Portability and Accountability Act

CJIS - Criminal Justice Information Systems

PHI - Protected Health Information PCI - Payment Card Information

Data Owner: Official with statutory or operational authority for specified information and responsibility for establishing the controls for its generation, collection, processing, dissemination, and disposal.

Data Classification - Department identifies its data for the purpose of defining its value, location, and level of protection. Example Classification levels include Confidential, Internal, and Public.

External Trusted Partner - a person who is granted official access to the County’s information domain. This definition includes contractors, vendors, and quasi-governmental employees such as fire departments, community services districts, and multi-jurisdictional or joint operating authorities.

Shared Workstation – A computer that is accessed by more than one user. Each user must access the computer with their user own user credentials. The common use of a shared workstation is in coworking spaces and shared office spaces.

Team Owner – User assigned to an MS Team that can manage access and control to the team.

User – a person who is granted official access to the County’s information domain. This definition includes employees, contractors, vendors, and quasi-governmental employees such as fire departments, community services districts, and multi-jurisdictional or joint operating authorities.

3. GENERAL NETWORK USAGE PROCEDURES AND GUIDELINES

3.1. Use of Network Assets

Any computer or peripheral device connected to the El Dorado County information domain must be either owned by the County or approved by the Information Technologies Department.

3.1.1 Operating System and Applications

All devices must run approved versions of operating systems, software, and applications, must have approved End-Point protection, and must meet all other technical specifications as determined by the IT Department following Computer & Network-Based Information Systems Policy A-13. Questions about these specifications should be directed to the IT Help Desk.

3.1.2 Security Updates

All County devices must be connected to the network and powered on for mandatory weekly security updates. This includes assigned devices, shared devices, and devices in conference rooms. Users Teleworking need to follow guidelines in policy Telecommuting Policy E-12.

3.1.3 Adding and Assigning a Device

Departments must submit an iSupport ticket when adding, assigning, moving a device, or reassigning a user to a device.

3.1.4 Removing a Device (Surplus)

Departments must submit an iSupport ticket when removing a device. Devices must follow the IT data destruction procedures.

3.1.5 Telecom Equipment

Departments must submit a Telecom ticket for all phone installs, transfers, moves, and removal of equipment. This includes installation of cabling.

3.2. Data Access

All County workstations display a “consent to monitoring” statement that must be acknowledged by Users when logging in to the workstation. This pertains to all data in the information domain, even personal information, not related to official County business. In compliance with Public Records Act and other government transparency regulations, data stored on the County information domain is considered discoverable.

The IT Department, with oversight and direction from the Chief Information Security Officer (CISO) will maintain tools and technology that allows search and discovery of County data. Any searches or discovery actions must be approved and directed by Department Heads, Human Resources, or County Counsel.

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3.2.1. Request for Own Files

Users may request IT assistance in searching for or recovering their own files or files they have permission to access within the County backup procedures.

3.2.2 Supervisor Access

- **Active Employees**

- OneDrive: Employees can share content with their supervisor.
- Email: Employees can delegate access to their supervisor.
- H Drive: IT can provide access to the supervisor upon request.

Note:

Department head approval is required if a supervisor is requesting access to any of the above without the employee's consent or knowledge.

- **Inactive Employees**

- OneDrive: Supervisor (as defined in Active Directory), by default, will have 30 days to review content in an employee's OneDrive .
After the 30 days the employee's OneDrive is automatically deleted. If the supervisor would like to retain any items, they must be moved out of the employee's OneDrive during the 30-day window and stored in a separate file location, such as XX.
- Email: If requested in the termination process, supervisors can have access to the employee's mailbox for 30 days.
 - If access is not requested during the termination process, the only way to view this content is with eDiscovery software tool and the department must submit an ISupport ticket to request IT assistance to search and view emails. The request must be approved by either the department head, County Counsel, or Human Resources.
- H Drive: If requested in the termination process, supervisors can have access to the employee's H Drive for 30 days.
 - If access is not requested during the termination process, the H Drive can be restored from backup for up to six months, post termination.

3.2.3. Request for Another Employee's Files and Mailbox

- **Active Employees**

Active employees can share or delegate their own files and mailbox as needed (as permitted within department policy and process needs). If the files and mailbox are not shared or delegated by an active employee, request to access or recover the files and mailbox of another active employee must be approved by the employee's department head, County Counsel, or Human Resources.

- **Inactive Employees**

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Requests to access or recover files or data belonging to another inactive employee must be approved by the employee's department head, County Counsel, or Human Resources prior to granting access to the requester.

3.3. User Access Credentials

Each El Dorado County employee shall have a uniquely assigned user ID to enable individual authentication and accountability. Documented authorization from the employee's supervisor is required for the user ID to be issued and removed. Additional documentation and HR approval is required for user ID name change request. It is the department's responsibility to notify IT using an iSupport ticket for all employee transfers and employee terminations.

Each trusted external user (contractor, vendor, volunteers, outside agencies) shall have a uniquely assigned user ID to enable individual authentication and accountability. An External Trusted User form must be completed to define use and access level with authorization from the El Dorado County – department head prior to the user IDs being issued. The Information Security Office (ISO) will perform an annual audit and will monitor expiration dates. Access can be removed by the IT department if the External Access form is not renewed for access.

Users are required to manage their own access credentials, and all access credentials must be protected using the procedures specified in this Section 3.3.

3.3.1. Passwords

These rules are based on IT security best-practice based on NIST.*

Users are required to change their passwords every 90 days.

- Passwords must contain at least 8 characters.
- Passwords must contain all of the following:
 - At least one upper case letter
 - At least one lower case letter
 - At least one number
 - At least one special character
- Users may not re-use their 24 most recent passwords
- User will be locked after 5 password attempts.

* Regulations for certain classes of information may require advanced password protect I.e.

Department of Child Support Services (DCSS) must meet Section 6002 - Password

Standards

3.3.2. Multi-Factor Authentication (MFA)

All users (employees or trusted external users) are required to engage in one additional authentication beyond username and password to access County resources when off network.

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3.3.3. Shared Workstations

Some workstations and mobile devices require access by multiple Users. (For example, a workstation in a conference room.) Users must log in to the shared workstation using their own credentials, as they normally do. Sharing workstation access is not permitted. Users are prohibited from logging in and allowing another person to use the workstation. Likewise, Users are prohibited from using any workstation that has been unlocked or logged into by another person. Users should always log out of a shared workstation when they are finished using it.

3.3.4. Kiosks

IT can create a kiosk device. Kiosks are shared devices and are typically configured to allow only minimum required access. IT will evaluate the business requirements on a case-by-case basis and if suitable, develop a kiosk profile for the requesting department.

3.3.5. Protection of Credentials

Users are responsible for protecting their credentials (passwords, security questions, or PINs) from disclosure or compromise. Disclosure of log-in credentials risks the integrity of the entire County information domain.

Users shall not share or disclose log-in credentials to any other person, including other employees, managers, or County officials. Users should never allow any other person to use their workstation or mobile device while they are logged in to the County information domain.

Users should refrain from writing down their PIN or password and keeping it on or near the workstation. Users shall not transmit their credentials in any email message or by other means, including by phone.

(Note: The County IT Department will **NEVER** ask for your password or PIN over the phone or by email. If you receive such a request, it is a scam by an outside attacker. **Never provide your password or PIN to someone over the phone or by email!**)

3.3.6 Password and MFA Resets

Users can change or reset passwords using M365 Self-Service Password Reset (SSPR), with no administrator or help desk involvement. If a user's account is locked or they forget their password, they can follow prompts to unblock themselves and return to work.

If the IT department is required to reset the user password or remove an MFA method, the IT department must verify user. Approved methods to verify users are listed below.

- a. User needs to validate information from last Personnel Action Form (PA)
- b. User can come onsite to the IT department
- c. External user's passwords will be reset using the call back to the number on file from the Trusted External User form.

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3.3.7 Temporary Password Usage

Temporary passwords are allowed with an immediate change (15 mins) to a permanent password.

3.4. Use and Ownership of Data

3.4.1. On Premises Data Storage Procedures

The County's network storage is closely monitored and has been sized to meet our business needs. However, network storage capacity is not infinite, and Users should strive to manage their data efficiently. There are several steps Users can take to ensure they are not over-using network storage assets.

Network storage is backed up and protected by a number of IT Department processes, so Users should not make their own "back-up" copies of data that is already in network storage. This includes copying their "home" or H: directory into other network directories, or vice-versa.

User Guidelines

- Users should avoid storing copies of files in multiple directories.
- Users are encouraged to periodically clean up and organize their files and directories.
- Desktop and laptop operating systems and applications are managed by IT processes, so it is not necessary for the user to make copies of any operating system or application files.
- Users should not use County network storage for personal data or files (including photos, music, video, etc.)

Local Drive Guidelines:

- Users should not use their local hard drive. Local hard drives are NOT backed up by the IT Department.

Shared Drive Guidelines:

- Departments data owners or designee must approve access to department shared drives.
 - If a data owner is not assigned IT will assume the user requesting access has authority. Users can not request access for themselves.
 - Departments may not request access to another departments share d drive without the department head approval of the shared drive.

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- Departments are responsible for shared drive access for employee onboarding and offboarding.
- Departments will open iSupport tickets for shared drive access and access removal.

Departments should review shared drive files and directory for cleanup and use annually.

3.4.2 M365 Data Storage Procedures

M365 storage capacity is not infinite, and users should strive to manage their data efficiently.

OneDrive:

- Users are encouraged to periodically clean up and organize their files and directories.
- User should share OneDrive documents with the understanding of the security risks and data protection guidelines.
- Users should understand when agreements need to be in place to share protected data with departments and external users. Best practice is to use MS Teams to share with external users.
- Users are required to use sensitivity labels when required by regulations to protect data.

MS Teams:

- Users will be placed and removed into department MS Teams during on boarding and off boarding once posted by payroll
- MS Teams owners must approve and add users to MS Teams. MS Team owners need understand security risks and data protection guidelines.
- MS Team owners need understand when agreements need to be in place to share protected data with departments and external users.
- MS Team owners must remove users from MS Teams for transfers and off boarding
- MS Team owners need to review external users for use and off boarding

- Team owners and Team members are required to use sensitivity labels when required by regulations to protect data.

3.4.3 Cloud Storage

All additional types of cloud storage must to be approved by IT in alignment with Computer & Network Based Information System Policy A-13.

3.4.4 Portable Data Storage Procedures

Portable data storage (i.e. USB drives) is not allowed unless approved by IT. The preferred method of data transfer is Secure File Transfer (SFTP).

- The USB Drive must labeled, encrypted, and handled according to its data classification.
- Users need to have a data sharing agreement with external users on file when providing

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data

- Data transfers outside of controlled areas must be approved and tracked by the data owners. All activities associated with transfers and transport needs to be documented.
- The data stored on portable storage device must be removed and/or sanitized once usage is no longer required.

3.4.5 Data Transfer Storage

User may request Secure File Transfer (SFTP) to transfer files and sensitive data minimizing the risk of exposing data to unauthorized parties. Regulations such as HIPAA set a standard for secure file transfer. Failure to comply with these standards can result in substantial penalties. Many data protection regulations specify the need for encryption when transferring sensitive files. SFTP makes it easy to comply by including encryption as a default security measure when transferring data.

- Users need to have a data sharing agreement with external users on file when providing data
- SFTP is a temporary storage. Users requesting SFTP must provide a data retention timeline or IT will automatically default to a 30-day data retention unless the department has a business requirement.

3.5. Use of Personally Owned Software and Equipment

3.5.1. Software License Compliance

Users may not download any software or use cloud software without prior authorization from the IT Department or designee. Requests for software installation, or cloud use, should be submitted via the IT Help Desk. Requests for software that is not currently licensed for use by the County must follow Computer & Network-Based Information Systems Policy A-13 and may require a departmental requisition or purchase.

3.5.2. Copyright Protection

Use of copyrighted material is generally prohibited unless properly purchased or owned by the County. Users shall not install software or store any data on any County network resource (computers or storage) unless the County has licensed use or rights to the software or data.

Users who have questions about use of copyright material should contact the IT Department.

3.5.3. Use of Personally Owned Equipment

Users may not connect any personally owned external device to County workstations or networks. This includes USB drives, external hard drives, smartphones, iPads, and tablets. These devices may not be connected under any circumstance, even for charging. Employees can charge their personally owned devices by connecting directly to power outlets.

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Employees should be aware that any official government data, including text messages, present on personally owned devices are subject to search and discovery for Public Records Act requests. In short, this means that if an employee uses a personal smartphone, laptop, or tablet for County business, they may be required to allow access to their personal devices to be searched by County or other government officials.

3.6. Remote Access

Employees may, with Department Head approval, request a VPN account for remote access by the Telework form or Job Class Remote form. Employees must abide by all County policy and procedures when connecting via VPN, including General Network Usage Policy A-19 and Telecommuting Policy E-12.

The IT Department will assist Users in setting up remote access on county issued devices.

3.7. Personal Use of Network Resources

Users may not use County network resources for the conduct of commercial business or private activities that violate County policies on harassment, hostile workplace, or offensive material.

The County IT Department uses a number of tools and systems that block some internet traffic and content from County Users. This is done to protect our networks from malicious attacks and to screen out content deemed to be offensive or against the public interest. If Users have a legitimate need to access content that they believe is being blocked, they should contact the IT Department or CISO to discuss the matter.

Users should not use County network connections to stream video or audio unless it is for County business. Music streaming should be done via personal devices, using commercial carriers.

The County provides public Wi-Fi in some locations. This service is for use by the public while they are conducting business with the County. This network has limited speed and capacity, and employees who use it for personal devices will impact the quality of service provided to the public.

Users are not allowed to use County email accounts for personal use, for e.g. creation of iTunes accounts using County email accounts on mobile devices.

3.8. Electronic Messaging

Users have the ability to communicate by email, Team chat, Team posts, video and audio-conferencing services, phone and voicemail. These services are to be used for County business only.

All County emails, Team chats, Team posts, videos, cloud documents and audio-conferencing services, phone and voicemail are retained by the IT Department consistent with the County's retention schedule and may be subject to disclosure for Public Records Act requests and litigation discovery. Users must follow section 3.2.3 to gain access to accounts belonging to other employees.

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All privacy and security policies and procedures that apply to use of the County network also apply to County telephone system. Users should employ the same level of caution and care with voice communications as they do for email or other electronic messaging. Disclosure of sensitive information, including access credentials, to unauthorized persons is prohibited.

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Exhibit B
CWS/CMS Access Agreement

Requestor Name (please print): _____ **Date:** _____

This agreement is specific to the Child Welfare Services/Case Management System (CWS/CMS), Safe Measures, and/or Structured Decision Making (SDM) applications. Access is granted based on a business need to complete Child Welfare Activities. Users access CWS/CMS through their County issued computer or through remote access.

User Responsibilities:

1. Only authorized personnel may access CWS/CMS, Safe Measures, and/or SDM.
2. Access to CWS/CMS, Safe Measures, and/or SDM is to be used for work-related activities only. Users must not use CWS/CMS, Safe Measures, and/or SDM or other applications for purposes other than those that support official County business.
3. Users should not access CWS/CMS in settings where confidential CPS information would be in public view.
4. Each individual is responsible for maintaining security of their password in adherence to the County's Information Technology (IT) Security Policy "Password Construction Guidelines."

I recognize and understand the purpose of the County's IT systems and services is to support County business. I agree not to use any application, access any file, retrieve or share any client records of information other than where authorized. I am aware that if I violate this policy or the laws regarding the confidentiality of Child Protective Services (CPS) records, I will be subject to discipline.

I acknowledge that I have read and understand the County's Information Technology Security Policy and am aware of the other pertinent policies and guidelines related to confidentiality: Penal Code §11167 and 11167.5 Confidentiality of CPS Reports; Welfare and Institutions Code §827 Disclosure of Records without a Court Order; Welfare and Institutions Code §10850 Privileged or Confidential Records not subject to informal release under Welfare and Institutions Code §827; Evidence Code §1040 Official Information held in Confidence, and County Policy 7-8 Incompatible Activities.

By signing this Agreement for access to CWS/CMS, user agrees to be bound by this Agreement and to use the services in compliance with this Agreement.

Signature

Date Signed

El Dorado County Office of Education
Exhibit C
Confidentiality Statement
COUNTY OF EL DORADO



Exhibit C

Health and Human Services Confidentiality Statement

I understand that in connection with my position as a guest worker with County of El Dorado Health and Human Services Agency, I may have access to confidential information. I understand that the confidentiality of this information is protected by law and that any breach of confidentiality is a misdemeanor punishable by up to six months in jail, or by a fine of \$500, or both.

In signing this document, I certify that I will not give information to unauthorized persons and to do so would be serious violation of my responsibility. I understand the conditions of confidentiality and will comply with Health and Human Services Agency policies with regard to client information.

Signature

Date

Printed Name

Organization Employing Guest Worker

Vision Statement:

Transforming Lives and Improving Futures

El Dorado County Office of Education
Exhibit D
ACL 16-91



WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
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EDMUND G. BROWN JR.
GOVERNOR

November 29, 2016

ALL COUNTY LETTER NO. 16-91

TO: ALL COUNTY CHILD WELFARE DIRECTORS
ALL COUNTY CHIEF PROBATION OFFICERS
ALL TITLE IV-E AGREEMENT TRIBES
ALL COUNTY CHILD WELFARE SYSTEM PROGRAM MANAGERS

SUBJECT: UTILIZING TITLE IV-E FUNDING TO SUPPORT COUNTY FOSTER
YOUTH SERVICES COORDINATING PROGRAMS

REFERENCE: [20 UNITED STATES CODE SECTION 1400](#); 45 CODE OF FEDERAL
REGULATIONS (CFR) [1356.60](#); PUBLIC LAW [112-278](#), [110-351](#) AND
[114-95](#); ASSEMBLY BILL (AB) [643](#) (CHAPTER 80, STATUTES OF
2013) AND AB [854](#) (CHAPTER 781, STATUTES OF 2015);
EDUCATION CODE (EDC) SECTIONS [49085](#), [42238.01](#), [42920](#),
[42921](#), [42925](#), WELFARE AND INSTITUTION CODE (WIC)
SECTIONS [300](#), [319](#), [361](#), [450](#), [602](#), [727](#), [727.4](#), [10553.1](#), [11403](#),
[16010](#); [EDUCATIONAL RECORDS OF YOUTH IN FOSTER CARE](#);
ALL COUNTY LETTER (ACL) NO. [04-32](#); ALL COUNTY
INFORMATION NOTICE (ACIN) NO. [1-77-16](#).

REASON FOR THIS TRANSMITTAL

- State Law Change
- Federal Law or Regulation
Change
- Court Order
- Clarification Requested by
One or More Counties
- Initiated by CDSS

The purpose of this ACL is to provide information to county Child Welfare Departments (CWDs) regarding the opportunity to partner with County Offices of Education (COEs) to draw down federal Title IV-E funding to increase educational case management services for foster youth. The California Department of Social Services (CDSS) has developed a sample Memorandum of Understanding (MOU), which is provided as an attachment to this ACL, as well as guidance to assist CWDs with this process. When drafting an MOU, CWDs are encouraged to consult with County Probation Departments to ensure that all eligible youth, including probation-supervised youth in foster care placements, are covered under and served through the agreement.

This letter also provides information about AB 854 which became effective on January 1, 2016. The AB 854 requires any COE with a Foster Youth Services Coordinating Program to enter into an MOU with their CWD to leverage funds received, where appropriate, to draw down Title IV-E dollars. The COEs that choose not to enter into an

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MOU with their CWD must explain in writing, annually, why an MOU is not practical or feasible.

Background

Research has consistently shown that California's foster youth experience low educational outcomes. A recent report analyzing state-level child welfare and education data found that:

- Students in foster care constitute an at-risk subgroup distinct from students of low socio-economic status;
- Students in foster care are more likely than other students to change schools during the academic year;
- Students in foster care are more likely than the general population to be enrolled in the lowest-performing schools;
- Students in foster care have the lowest participation rate in California's statewide testing program;
- Statewide testing shows an achievement gap for students in foster care; and
- High school students in foster care have the highest dropout rate and lowest graduation rate.¹

Due to these lower rates of educational success and support, foster youth often experience poor outcomes later in life, including higher unemployment, homelessness, and incarceration rates than their peers.

Recent Federal and State Efforts to Improve Educational Outcomes

Over the last several years, both the state and federal governments have taken significant steps to improve the educational outcomes of foster youth, and promoting collaboration between child welfare and education agencies.

At the federal level, in 2008 the Fostering Connections to Success and Increasing Adoptions Act (Public Law [110-351](#)) was enacted. The law amended the Social Security Act to add a case plan requirement ensuring educational stability for children in foster care. Additionally, the 2013 passage of the Uninterrupted Scholars Act (Public Law [112-278](#)) amended the Family Educational Rights and Privacy Act, making

¹ Barrat, V.X., & Berliner, B. (2013). *The Invisible Achievement Gap, Part I: Education Outcomes of Students in Foster Care in California's Public Schools*. San Francisco: WestEd.

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it easier for child welfare agencies to obtain educational records of children in foster care, and monitor and support educational progress of children. In May 2014, the United States Department of Education and Department of Health and Human Services issued a joint letter reiterating the need for state education agencies and state child welfare agencies to collaborate in an effort to improve the educational outcomes of students in foster care.² Most recently, in December 2015 the Every Student Succeeds Act (ESSA) (Public Law [114-95](#)) was enacted and, in part, builds upon the 2008 Fostering Connections to Success and Increasing Adoptions Act by containing key protections for students in foster care in order to promote school stability and success. The ESSA requires state education agencies to collaborate with state child welfare agencies and envisions dual-agency responsibility for supporting the educational success for students in foster care.

At the state level, California has implemented numerous pieces of legislation to support the success of students in foster care. In 2013, California passed the Local Control Funding Formula, a new education funding system that adds foster youth to the state's education accountability framework and requires LEAs to develop plans detailing how they will work to improve the educational outcomes of students in foster care. California also amended EDC section [49085](#), which requires data to be provided by CDSS to CDE, and by CDE and LEAs.

In February 2014, CDSS Director Will Lightbourne and California State Superintendent of Public Instruction Tom Torlakson issued a [joint letter](#) to county and district superintendents encouraging collaborative development of practices and policies for sharing foster youth educational information with child welfare agency staff. For further information about data sharing between LEAs and CWDs, please refer to All County Information Notice No. [1-77-16](#).

Foster Youth Services Coordinating Program

Since 1981, the California Department of Education (CDE) has administered a statewide grant program, the Foster Youth Services Program, now referred to as the Foster Youth Services Coordinating Program (FYSCP), which provides categorical funding to COEs to improve interagency support for students in foster care, consistent with Education Code (EDC) section [42920](#).

The FYSCP is responsible for ensuring that Local Educational Agencies (LEAs) within its jurisdiction are providing supportive educational services to foster youth with the

² The joint letter is available at: www2.ed.gov/policy/gen/guid/fpco/ferpa/uninterrupted-scholars-act-guidance.pdf

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purpose of ensuring positive educational outcomes. Foster youth with the greatest need should be the first to receive services, particularly foster youth residing in out-of-home placements. Support includes, but is not limited to, assisting with the transfer of health and school records, emancipation training for independent living, and other related activities. The program has provided support to thousands of foster youth statewide.

Passage of AB 854 and How It Affected FYSCP:

In 2015, AB 854 made several changes to FYSCP. Some of these changes include:

- The FYSCP now serves a larger portion of foster youth;
- The CWDs and COEs must now enter into MOUs for the purpose of drawing down federal dollars for eligible case management activities to support FYSCP; and
- The COEs and CWDs must develop policies and procedures for information sharing about students who are in foster care.

Prior to implementation of AB 854, only foster youth placed in licensed foster or group homes were served by FYSCPs. Now foster youth placed in relative care, Non-Related Extended Family Member (NREFM) placements, tribally approved homes, dependent youth who are still living at home on a family maintenance plan, and youth who are placed in foster homes are also served by FYSCP.

For the purposes of the FYSCP, a foster youth is defined as³:

- (1) A child who is the subject of a petition filed pursuant to section [300](#) of the WIC, whether or not the child has been removed from his or her home by the juvenile court pursuant to WIC section [319](#) or [361](#).
- (2) A child who is the subject of a petition filed pursuant to WIC section [602](#), has been removed from his or her home by the juvenile court pursuant to WIC section [727](#), and is in foster care as defined by subdivision (d) of section [727.4](#) of WIC.
- (3) A non-minor under the transition jurisdiction of the juvenile court, as described in WIC section [450](#), who satisfies all of the following criteria:
 - (A) He or she has attained 18-years-of-age while under an order of foster care placement by the juvenile court, and is under age 21.

³ The FYSCP uses Education Code Section [42238.01](#), paragraph b, to define "foster youth."

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(B) He or she is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to WIC section [10553.1](#).

(C) He or she is participating in a transitional independent living case plan, as described in WIC section [11403](#).

As a result of AB 854, COEs with an FYSCP are required to enter into MOUs with their CWDs for the purpose of drawing down Title IV-E funds for eligible case management activities to support FYSCP. This is explained in further detail on page five of this letter.

Additionally, AB 854 requires COEs to create policies and procedures for sharing all relevant foster youth educational information with CWDs as described in EDC section [42921\(e\)\(4\)](#). It is important that CWDs and COEs cooperate in sharing educational information about foster youth with one another.

For further information about the above changes to the FYSCP and to read AB 854 in its entirety, please use this link to [AB 854](#).

Title IV-E Funding to Provide Educational Support for Foster Youth

Title IV-E funding provides an important opportunity for California to further expand the educational support it provides to foster youth. Title IV-E of the Social Security Act, enacted as part of the Adoption Assistance and Child Welfare Act of 1980, provides federal funds in support of certain child welfare activities. County agencies receive these federal funds by submitting claims for allowable expenses to CDSS. The CDSS then “passes through” the funds onto the county. One category of allowable activities is administration expenditures, defined in [45 CFR 1356.60\(c\)](#) as those activities necessary for the proper and efficient administration of a state’s Title IV-E plan. This includes, among other things, referral to services, case plan development, case reviews, case management and supervision.

Child welfare agency administration activities completed on behalf of foster youth that meet the eligibility requirements qualify for a federal match to support the cost of those activities. While many activities performed by the FYSCP are eligible for Title IV-E funds, it is important to understand that not *all* activities are eligible for federal Title IV-E funds. Providing foster youth with direct services, such as delivering, facilitating or arranging of services, is not considered administrative in nature, and therefore is not a claimable expense to Title IV-E. For additional guidance on reimbursable and non-reimbursable Title IV-E administrative activities, please see ACL No. [04-32](#). If county agencies have questions about whether activities their FYSCP is performing are considered administrative, they can submit their questions to fiscal.system@dss.ca.gov.

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The passage of AB 854 now requires COEs with an FYSCP to enter into an MOU with their respective CWDs for the purpose of drawing down Title IV-E funds for eligible case management activities, or they must explain in writing why an MOU is not practical or feasible. Please review [EDC section 42925\(a\)](#) for further information. Several California COEs have successfully entered into MOUs with their CWDs and sought additional Title IV-E funding to provide increased educational case management services, based on a 50 percent federal match, subject to the discount rate described below, of FYSCP grant dollars. These federal funds have been used to enhance the administrative activities performed by FYSCP, and increase the support available to foster youth. These counties' efforts have paved the way for the leveraging of Title IV-E funds based on FYSCP grant funds to become a statewide practice.

Sample Memorandum of Understanding

The CDSS has developed a sample MOU to assist counties in accessing Title IV-E funding for eligible activities. The sample MOU document, "Foster Youth Services Coordinating Program: Title IV-E Foster Care Administrative Activities," is provided as an attachment to this ACL. Please note that the content of the attached MOU is provided strictly as sample language and should be altered and edited to fit the needs of each individual county's MOU while remaining consistent with state and federal requirements. County child welfare offices and county offices of education should consult with their respective counsel when drafting and executing any agreement.

Sections I and II of the sample MOU describe the parties of the MOU and the purpose and background.

Section III ("Roles and Responsibilities") of the sample MOU enumerates the type of educational case management activities, as described in EDC section [42921](#), that the COE agrees to provide under the MOU. These include:

- Working with the CWD to minimize changes in school placement;
- Assisting with the prompt transfer of educational records, including the health and education passport, between educational institutions when placement changes are necessary;
- Providing education-related information to the CWD to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by WIC section [16010](#);
- Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;

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- Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- Facilitating communication between the education rights holder, the foster care provider, teacher, and any other school staff or education service providers for the child;
- Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- Referring caregivers of foster youth who have special education needs to special education programs and services;
- Facilitation of timely Individualized Education Programs, in accordance with the Individuals with Disabilities Education Act ([20 United States Code section 1400 et seq.](#)), and of all special education services;
- Establishing collaborative relationships and local advisory groups;
- Establishing a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;
- Providing regular updates on the status, grades, and performance of the county's foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- Tracking data and reporting on outcomes within the time schedule established in the joint agreement with the CWD.

Moreover, the MOU should explain what the CWD agrees to, such as:

- Working in partnership with the COE to achieve identified goals and outcomes;
- Assigning a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
- Working with the COE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to the MOU;
- Facilitating and participating in joint problem solving with the COE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- Providing a venue to leverage CDE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs; and

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- Working with the CDE to enhance educational involvement in the Independent Living Plan process.

In addition to the above mentioned roles and responsibilities, the MOU should ensure that both parties agree to coordinate activities for foster youth so that there is no duplication of activities performed by the CWD or COE.

Section IV(E) of the sample MOU (“Fiscal”) describes the potential fiscal arrangement between the CWD and COE. The parties must indicate the total cost of the proposed program, including the dollar amount of COE funds being used for the match, and the CWD’s obligation (the amount of Title IV-E funds to be drawn down).

This section of the sample MOU also describes the process for claiming reimbursement of Title IV-E eligible expenses. It explains that the CWD will submit a quarterly reimbursement claim to CDSS. The COE will need to submit cost information quarterly via an invoice to the CWD in a manner that will be described in more detail in a forthcoming County Fiscal Letter. The total costs submitted will need to have the non-federal discount rate applied, which is provided by the CWD, to account for the non-federally eligible cases that are served by COE. The non-federal costs must be removed from the total before the CWD submits the costs to the CDSS for reimbursement via the County Expense Claim process. Once reimbursement is received, the CWD will pass through the federal funds to COE. As part of the claiming process, the COE will be required to certify the expenditure of its share of the matching funds, on the quarterly invoice (provided as an exhibit to the sample MOU).

The MOU sample also contains a section for general provisions regarding indemnification (**section IV-A**), insurance (**section IV-B**), and confidentiality and records (**section IV-C**). The language in the attached MOU is sample language and should be altered and edited to fit the needs of each individual county’s MOU.

The CDSS strongly encourages CWDs to contact COEs in their respective counties to discuss the possibility of partnering and taking advantage of this funding opportunity. A listing of FYSCP Coordinators is available on the CDE website, at <http://www.cde.ca.gov/ls/pf/fy/contacts.asp>.

CWDs wishing to move forward with a partnership should review the attached sample MOU which is intended to provide guidance and aid counties in the development of a county specific MOU. During the development of an MOU, CWDs are encouraged to consult with County Probation Departments to ensure that all eligible youth, including probation-supervised youth in foster care placements, are covered under and served through the agreement.

El Dorado County Office of Education
Exhibit D
ACL 16-91

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Completed and signed MOUs should be submitted for review to the Funding and Eligibility Unit within the CDSS Foster Care Audits and Rates Branch at 744 P St. Sacramento, CA 95814. Submissions must include certification form FC 24 (Certification by County Welfare Department for the Reimbursement of Title IV-E Funds for Pre-Placement Prevention).

Note: Counties that already have MOUs in place for this purpose and are already drawing down additional Title IV-E funds based on Foster Youth Service dollars need not utilize this sample MOU.

If you have any questions concerning this letter, please contact the Placement Services and Support Unit, at (916) 657-1858, or by emailing FosterCareEducation@dss.ca.gov.

Sincerely,

Original Document Signed By:

GREGORY E. ROSE
Deputy Director
Children and Family Services Division

Attachment

THIS DOCUMENT IS FOR SAMPLE PURPOSES ONLY

ANY COUNTY CHILD WELFARE AND OFFICE OF EDUCATION SEEKING TO
ENTER INTO A SIMILAR MOU IS ENCOURAGED TO SEEK INDEPENDENT LEGAL
ADVICE PRIOR TO EXECUTING AN AGREEMENT.

**Foster Youth Services Coordinating Program:
Title IV-E Foster Care Administrative Activities**

MEMORANDUM OF UNDERSTANDING

INSERT MONTH, DATE, YEAR

Between

**INSERT COUNTY NAME(S) COUNTY
DEPARTMENT OF SOCIAL SERVICES**

And

**INSERT COUNTY NAME(S) COUNTY
OFFICE OF EDUCATION or SUPERINTENDENT OF SCHOOLS**

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ANY COUNTY CHILD WELFARE AND OFFICE OF EDUCATION SEEKING TO ENTER INTO A SIMILAR MOU IS ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO EXECUTING AN AGREEMENT.

MEMORANDUM OF UNDERSTANDING("MOU")

I. DECLARATION

This MOU is entered into by and between the **INSERT COUNTY NAME(S) COUNTY DEPARTMENT OF SOCIAL SERVICES ("_DSS")** and the **INSERT COUNTY NAME(S) COUNTY OFFICE(S) OF EDUCATION ("_COE")**, referred to hereafter as the "**Parties**", for the purpose of coordinating **Educational Support for Dependent Youth (IV-E Foster Care Administrative Activities)**. The purpose of this MOU is to identify the roles and responsibilities of each of the Parties.

II. BACKGROUND

INSERT _COE operates Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction **INSERT _COE** has contracted to serve pupils in foster care in **INSERT COUNTY NAME** County.

Effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) established key provisions supporting the educational opportunities within the best interest of the children in foster care. The passage of Assembly Bill 854, in October of 2015, further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP and **INSERT _DSS** a natural collaboration was established for serving the foster youth in **INSERT COUNTY NAME** County and this MOU is intended to ensure all of the **INSERT COUNTY NAME** County foster youth receive support for educational opportunities, in accord with Education Code section 42921, 48853.5, and 49069.5.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

III. ROLES AND RESPONSIBILITIES

INSERT _COE agrees to: < **INSERT OFFICE OF EDUCATION ROLES AND RESPONSIBILITIES AS AGREED UPON BY THE PARTIES. FOR EXAMPLE:** >

Provide the following types of educational support, as described in Education Code section 42921 to pupils in foster care. For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code section 42238.01.

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ANY COUNTY CHILD WELFARE AND OFFICE OF EDUCATION SEEKING TO ENTER INTO A SIMILAR MOU IS ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO EXECUTING AN AGREEMENT.

- 1) Working with **INSERT _DSS** to ensure no duplication of activities to serve foster youth;
- 2) Working with **INSERT _DSS** to minimize changes in school placement;
- 3) Supporting local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
- 4) Providing education-related information to **INSERT _DSS** to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code (WIC) section 16010;
- 5) Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
- 6) Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- 7) Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
- 8) Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- 9) Referring caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;
- 10) Referring foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
 - a. Mentoring
 - b. Counseling
 - c. Transitioning services
 - d. Emancipation services.
- 11) Facilitation of timely Individualized Education Programs, in accordance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 *et seq.*), and of all special education services;
- 12) Establishing collaborative relationships and local advisory groups;
- 13) Establishing a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;

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- 14) Providing regular updates on the status, grades, and performance of **INSERT COUNTY NAME** County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- 15) Tracking data and reporting on outcomes within the time schedule established in joint agreement with **INSERT _DSS**.

INSERT _DSS agrees to: < INSERT CHILD WELFARE ROLES AND RESPONSIBILITIES AS AGREED UPON BY THE PARTIES. FOR EXAMPLE: >

- 1) Work in partnership with **INSERT _COE** to achieve the identified goals and outcomes;
- 2) Assign a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
- 3) Work with the **INSERT _COE** to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
- 4) Facilitate and participate in joint problem solving with **INSERT _COE** to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- 5) Provide a venue to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs; and
- 6) Work with **INSERT _COE** to enhance educational involvement in the Independent Living Plan process.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

< INSERT INDEMNIFICATION PROVISIONS, IF ANY, AS AGREED UPON BY THE PARTIES >

B. INSURANCE PROVISIONS

< INSERT INSURANCE PROVISIONS, IF ANY, AS AGREED UPON BY THE PARTIES HERE >

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with WIC section 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law

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which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by WIC section 10850 or by 45 CFR section 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by **INSERT _COE** from access to any such records, and from contact with its clients and complainants, shall be used by **INSERT _COE** only in connection with its conduct of the program under this contract or as otherwise permitted by law. **INSERT _DSS**, through the Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by the **INSERT _DSS** shall remain confidential and may be disclosed only as permitted by law. < **INSERT ADDITIONAL CONFIDENTIALITY PROVISIONS, AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAWS AND AGREED UPON BY THE PARTIES** >

Maintenance and Availability of Records:

INSERT _COE shall prepare and maintain all reports and records that may be required by federal, state or **INSERT _DSS** rules and regulations and shall furnish such reports and records to **INSERT _DSS** and to the state and federal governments, upon request. < **INSERT TERM REGARDING THE MAINTENANCE AND AVAILABILITY OF RECORDS HERE**>

Retention of Records: **INSERT _COE** shall maintain and preserve all records related to this MOU (and shall assure the maintenance of such records in the possession of any third party performing work related to this MOU) for a period of five (5) years from the date of final payment under this MOU and beyond the five year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved. < **INSERT ADDITIONAL RECORD RETENTION PROVISIONS, AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAWS AND AGREED UPON BY THE PARTIES** >

D. TERM

This MOU shall take effect on **INSERT MONTH, DATE, YEAR** for < **INSERT LENGTH OF TERM PROVISIONS AGREED UPON BY THE PARTIES** > and will be reviewed for renewal in **INSERT MONTH YEAR**. Either Party may terminate this MOU by giving <**INSERT LENGTH OF TERM PROVISIONS AGREED UPON BY THE PARTIES**> days' written notice to the other Party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

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E. FISCAL

INSERT COE Match	\$ INSERT DOLLAR AMOUNT
INSERT _DSS Obligation	\$ INSERT DOLLAR AMOUNT

Total Program Cost	\$ INSERT DOLLAR AMOUNT

The maximum obligation of **INSERT _DSS** under this agreement shall be **\$INSERT DOLLAR AMOUNT FROM ABOVE** or the actual federal share of allowable costs, whichever is less. **INSERT _DSS** shall submit a quarterly claim to California Department of Social Services CDSS for reimbursement from Title IV-E for allowable activities. Upon receipt of the reimbursement, **INSERT _DSS** will provide to **INSERT _COE** at the conclusion of each quarter the calculated federal discount rate based on the number of foster care children not eligible for Title IV-E reimbursement.

INSERT _COE is responsible for the MATCH amount, which is estimated at **INSERT PERCENTAGE** percent of the total program cost, representing the non-federal share of cost calculated at the federal discount rate. **INSERT _COE** shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other federal program. The MATCH shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (attachment A & B).

All invoices must be submitted to **INSERT _DSS** no later than <AGREED UPON NUMBER OF > days after the end of the quarter or after termination of this MOU.

INSERT _COE shall be financially responsible for audit exceptions on disallowances by the State and Federal Government.

INSERT _COE shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU's.

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ANY COUNTY CHILD WELFARE AND OFFICE OF EDUCATION SEEKING TO ENTER INTO A SIMILAR MOU IS ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO EXECUTING AN AGREEMENT.

V. NOTICE

Notice to the Parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

INSERT NAME

Director
Department of Social Services

INSERT COUNTY NAME

INSERT STREET ADDRESS

INSERT CITY, CA ZIP CODE

INSERT NAME

Associate Superintendent
Office of Education

INSERT COUNTY NAME

INSERT STREET ADDRESS

INSERT CITY, CA ZIP CODE

In witness whereof, the Parties hereto have executed this MOU as of the day and year first herein above written.

BY

SIGN HERE

INSERT NAME

Director
Department of Social Services

INSERT DATE

SIGN HERE

INSERT NAME

Associate Superintendent
Office of Education

INSERT DATE

APPROVED AS TO FORM:

SIGN HERE

Deputy County Counsel

INSERT DATE

Date

APPROVED AS TO FISCAL TERMS:

(if applicable)

SIGN HERE

Auditor-Controller

INSERT DATE

Date

INSERT_COE
Title IV-E Administrative Funding
Contract Claim/Verification of Match Reported
INSERT MONTH YEAR-INSERT MONTH YEAR

QUARTERLY BUDGET & INVOICE

FOR THE QUARTER OF: _____

Category	Budget		Match
	Program Budget	Contract Budget	
TITLE IV-E FOSTER YOUTH SERVICES			
TOTAL PROGRAM COST			

	INVOICE AMOUNT				
	Total Program Costs	Quarterly Contract Costs	Match	YTD Contract	YTD Match

Verification of sufficient match reported/claimed on the monthly invoice: _____

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract. In addition I certify that the funds used as the county share meet all requirements for matching federal Title IV-E and are not used as match for any other funding source.

Authorized Signature _____

Print Name / Title _____

Date _____

Approved for Payment: _____

Authorize County Representative _____

Date _____

Title IV-E MOU
Exhibit A and B

**INSERT MONTH YEAR-INSERT
MONTH YEAR**

El Dorado County Office of Education
Exhibit E
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA’s obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - 2. disclose the PHI in its possession to a third party for the purpose of BA’s proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - 3. Disclose PHI as necessary for BA’s operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the “HIPAA Privacy Rule” and the “HIPAA Security Rule”) in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.


VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.


- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: 
Ed Manansala (Jun 17, 2024 14:27 PDT)

Ed Manansala
Superintendent
El Dorado County Office of Education
"BA Representative"

Dated: 06/17/2024

By: 
Leslie Griffith (Jun 20, 2024 09:42 PDT)

Leslie Griffith, MSW
Assistant Director, Protective Services
El Dorado County Health and Human Services Agency
"HHS Representative"

Dated: 06/10/2024

El Dorado County Office of Education
Exhibit F
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

06/17/2024

Date

El Dorado County Office of Education

Type or write name of company

Ed Manansala
Ed Manansala (Jun 17, 2024 14:27 PDT)

Signature of authorized individual

Ed Manansala

Type or write name of authorized individual

El Dorado County Office of Education
Exhibit G

Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

HEREBY AGREES THAT it will comply with Title VI and VII 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; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 42], 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 GIVE 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 THE VENDOR/RECIPIENT 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 THIS ASSURANCE, the vendor/recipient 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

06/17/2024
Date

6767 Green Valley Road, Placerville, CA, 95667

Address of vendor/recipient

Ed Manansala
Ed Manansala (Jun 17, 2024 14:27 PDT)
Signature

(08/13/01)