

MEMORANDUM OF UNDERSTANDING #5650
Coordinated Educational Support for Dependent Youth
(IV-E Foster Care Administrative Activities)

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered by and between the County of El Dorado, a political subdivision of the State of California, 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, CA 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; and

WHEREAS, County Health and Human Services Agency, Child Welfare System (CWS) Program 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 the care or supervision of their children; and

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

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

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

ARTICLE I

Responsibilities: EDCOE operates the Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code Section 42920-25. Under this direction, EDCOE has contracted to serve pupils in foster care in the County of El Dorado.

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 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 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.

- A. EDCOE agrees to 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:
1. Working with County to ensure no duplication of activities to serve foster youth;
 2. Working with County 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 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 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:
 - i. Mentoring.
 - ii. Counseling.

- iii. Transitioning services.
 - iv. 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;
 - 14. Providing regular updates on the status, grades, and performance of El Dorado 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 County.
 - 16. EDCOE agrees to complete time and effort reporting in accordance with the Uniform Grant Guidance 2 CFR 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 time card 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.
 - 17. EDCOE agrees to adhere to federal title IV-E rules when submitting invoices for reimbursement to County for allowable activities.
- B. 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 process.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall cover the period of September 25, 2021 through August 31, 2024, unless terminated earlier pursuant to the provisions contained herein below in Article XII, "Fiscal Considerations," or Article XIV, "Default, Termination, and Cancellation."

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 ACL 16-91, attached here to as Exhibit A, and incorporated by reference herein. EDCOE is responsible to provide the county share (non-federal 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 Title 2 Code of Federal Regulations 200.306. The match shall be documented on the 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 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 mailed to County at the following address:

County of El Dorado
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, California 95667

or to such other location as County directs.

ARTICLE IV

Audits, Compliance, and Monitoring:

- A) Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B) Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C) All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D) Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XIV, "Default, Termination, and Cancellation."
- E) Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE V

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, medical condition, marital status, age, or sex; EDCOE shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 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 8103.
- D. Contractor shall comply with Exhibit B, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit B upon request by County.

ARTICLE VI

Taxes: EDCOE certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by EDCOE to County. EDCOE agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VII

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 VIII

EDCOE to County: It is understood that the services provided under this MOU shall be prepared in and with cooperation from County and its staff. It is further understood that this MOU does not create an exclusive relationship between County and EDCOE, and EDCOE may perform similar work or services for others. However, EDCOE shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with EDCOE's responsibilities or hinder EDCOE's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Contractor 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. Contractor, and all Contractor's 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 Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

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.

ARTICLE XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

Fiscal Considerations: The parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will

adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: EDCOE acknowledges that if total compensation under this agreement is greater than \$10,000.00, this MOU is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this MOU, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, EDCOE shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the MOU.

ARTICLE XIV

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

B. Bankruptcy: This MOU, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of EDCOE.

- C. **Ceasing Performance:** County may terminate this MOU in the event EDCOE ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- D. **Termination or Cancellation without Cause:** Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, EDCOE shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XV

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location 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: Superintendent

or to such other location as the EDCOE directs.

ARTICLE XVI

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 herein above under Article XV, "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 XVII

Indemnity: To the fullest extent permitted by law, each party shall defend at its own expense, indemnify, and hold the other party harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of the indemnifying party or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the other party, its officers and employees, or as expressly prescribed by statute. This duty of each party to indemnify and save the other party harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

Litigation:

- A. County, promptly after receiving notice thereof, shall notify EDCOE in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which EDCOE must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve EDCOE of its indemnification obligations.
- B. EDCOE, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XIX

Insurance: The parties to this MOU hereby attest that they are fully insured and shall provide evidence of such insurance upon request by the other party.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement 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:

1. 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
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

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 XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by EDCOE under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE XXII

Interest of EDCOE: EDCOE covenants that EDCOE presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this MOU; or, 2) any other entities connected with or directly affected by the services to be performed by this MOU. EDCOE further covenants that in the performance of this MOU no person having any such interest shall be employed by EDCOE.

ARTICLE XXIII

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. EDCOE attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of EDCOE relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in Article XIV, "Default, Termination and Cancellation."

ARTICLE XXIV

California Residency (Form 590): If EDCOE is a California resident, EDCOEs must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The EDCOE will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the EDCOE during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

Nonresident Withholding: If EDCOE is not a California resident, EDCOE shall provide documentation that the State of California has granted a withholding exemption or authorized reduced

withholding prior to execution of this MOU or County shall withhold seven (7) percent of each payment made to the EDCOE during term of the MOU as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. EDCOE shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVI

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVII

County Business License: County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVIII

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 XXIX

Administrator: The County Officer or employee with responsibility for administering this MOU for the Health and Human Services Agency is Leslie Griffith, Assistant Director, or successor. The County Officer or employee with responsibility for administering this MOU for the Probation Department is Karla Kowalski, Deputy Chief Probation Officer, or successor.

ARTICLE XXX

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 XXXI

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 XXXII

California Forum and Law: Any dispute resolution action arising out of this Agreement, 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 XXXIII

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 agreement.

ARTICLE XXXIV

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

ARTICLE XXXV

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

Requesting Contract Administrator Concurrence:

By: _____
Leslie Griffith, Assistant Director
Health and Human Services Agency

Dated: _____

By: _____
Karla Kowalski, Deputy Chief Probation Officer
Probation Department

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon, Director
Health and Human Services Agency

Dated: _____

By: _____
Brian J. Richart, Chief Probation Officer
Probation Department

Dated: _____

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: _____
Deputy Clerk

Dated: _____

-- EDCOE --

By: _____
Robbie Montalbano, Deputy Superintendent
"EDCOE"

Dated: _____



WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



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.

<u>REASON FOR THIS TRANSMITTAL</u>	
<input checked="" type="checkbox"/>	State Law Change
<input type="checkbox"/>	Federal Law or Regulation Change
<input type="checkbox"/>	Court Order
<input type="checkbox"/>	Clarification Requested by One or More Counties
<input type="checkbox"/>	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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Page Four

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;

Exhibit A

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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.

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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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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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- 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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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 DATE**
INSERT NAME
Director
Department of Social Services

SIGN HERE **INSERT DATE**
INSERT NAME
Associate Superintendent
Office of Education

APPROVED AS TO FORM:

SIGN HERE **INSERT DATE**
Deputy County Counsel
Date

APPROVED AS TO FISCAL TERMS:
(if applicable)

SIGN HERE **INSERT DATE**
Auditor-Controller
Date

Exhibit A

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			INVOICE AMOUNT				
	Program Budget	Contract Budget	Match	Total Program Costs	Quarterly Contract Costs	Match	YTD Contract	YTD Match
TITLE IV-E FOSTER YOUTH SERVICES								
TOTAL PROGRAM COST								

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**

EXHIBIT B
“VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS”

NAME OF VENDOR/RECIPIENT: El Dorado County Office of Education

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.

Date

Signature

Address of vendor/recipient

(08/13/01)