

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

MEMORANDUM OF UNDERSTANDING

July 1, 2021 to June 30, 2025

Between

**PLACER COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

**PLACER COUNTY
OFFICE OF EDUCATION**

MEMORANDUM OF UNDERSTANDING
("MOU")

I. DECLARATION

This MOU is entered into by and between **the COUNTY OF PLACER, through its Health and Human Services Department (HHS)** and the **PLACER COUNTY OFFICE OF EDUCATION (PCOE) 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

PCOE operates FOSTER YOUTH SERVICES COORDINATING PROGRAM (FYSCP) and is responsible for providing services in accordance with Education Code Section 42920-25. Under this direction **PCOE** has contracted to serve pupils in foster care in **PLACER** County.

In addition, effective in January 2004, **PLACER COUNTY HHS** was made aware of Assembly Bill 490 (Chapter 862, Statutes of 2003) requiring the adherence to 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 **HHS** a natural collaboration was established for serving the foster youth in **PLACER** County and this MOU is intended to ensure all of the **PLACER** 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

PCOE 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 **HHS** to ensure no duplication of activities to serve foster youth.
- 2) Working with **HHS** to minimize changes in school placement;
- 3) Support local educational agencies in implementation of Section 48853.5 and all related statutes pertaining to pupils in foster care
- 4) Coordinate and ensure local educational agencies within its jurisdiction are providing services to foster youth and minimum standards of law are met
- 5) Participate in and provide coordination/review and development of FYSCP recommendations to the Executive Advisory Council for FYSCP
- 6) Collaborate with local educational agencies, county child welfare agencies, and county probation department to support capacity building within county agencies, school districts, and community organizations to determine appropriate educational placement and better support educational success of pupils in foster care

- 7) Support districts in the coordination and provide technical assistance in the development of their LCAP; support development and implementation of policies and procedures to ensure educational placement for a foster youth pupil is not delayed
- 8) Support and provide technical assistance for evaluating current policies and procedures of local welfare agencies, and county probation departments
- 9) Facilitate and coordinate the FYSCP workgroup
- 10) Develop and implement a foster youth services coordinating plan for establishing guiding principles and protocols
- 11) Support districts in maintaining level of services that doesn't fall below previous 2014 2015 standards
- 12) Coordinate and facilitate foster youth transition services with local postsecondary educational institutions
- 13) Providing education-related information to **HHS** 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 ("WI&C") Section 16010.
- 14) Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
- 15) Working to obtain and identify, and link children to, mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- 16) Facilitating communication between the Foster Care provider, the teacher, and any other school staff or education service providers for the child;
- 17) Sharing information with the Foster Care provider regarding available training programs that address education issues for children in foster care;
- 18) Referring caregivers of foster youth who have special education needs to special education programs and services;
- 19) Referring foster youth to educational support and services;
- 20) 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; and
 - d. Emancipation services;
- 21) 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;
- 22) Establishing a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport;
- 23) Providing regular updates on the status, grades, and performance of **PLACER** County foster youth, including but not limited to 504 agreements, Individual Education Plan's and evaluations; and
- 24) Tracking data and report on outcomes within the time schedule established in joint agreement with **HHS**.

HHS agrees to:

- 1) Work in partnership with **PCOE** 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 **PCOE** 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 **PCOE** 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 FYS funding to allow the claiming of Title IV-E allowable administrative costs; and
- 6) Work with **PCOE** to enhance educational involvement in the Independent Living Plan process.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of or are connected to the indemnifying Party's action or inaction related to this MOU.

B. INSURANCE

It is agreed that PCOE and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation, and One Million Dollars (\$1,000,000) Professional Liability (E&O).

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with W&IC Section 10850, 45 Code of Federal Regulations (CFR) Section 205.50 and all other applicable provisions of law 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 W&IC 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 **PCOE** from access to any such records, and from contact with its clients and complainants, shall be used by **PCOE** only in connection with its conduct of the program under this contract. **HHS**, through the Director, shall have access to such confidential information and records to the extent allowed by law and such information and records in the hands of **HHS** shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: **PCOE** shall prepare and maintain all reports and records that may be required by Federal, State or **HHS** rules and regulations and shall furnish such reports and records to **HHS** and to the State and Federal governments, upon request.

Retention of Records: PCOE 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.

D. TERM

This MOU shall take effect on **July 1, 2021** for four (4) years and will be reviewed for renewal in **April 2025**. Either Party may terminate this MOU by giving thirty (30) 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.

E. FISCAL

PCOE Match	\$1,117,880
HHS Estimated Title IV reimbursement	\$398,800

Total Estimated Program Cost	\$1,516,680

The maximum reimbursement under this agreement shall be \$398,800 or the actual federal share of allowable costs. **HHS** shall submit a quarterly claim to CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) for reimbursement from Title IV-E. **HHS** will provide to **PCOE** 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.

PCOE is responsible for the MATCH amount, which is estimated at **64%** of the total program cost, representing the non-federal share of cost calculated at the federal discount rate. **PCOE** 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)

All invoices must be submitted to **HHS** no later than 30 days after the end of the quarter or after termination of this MOU.

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

PCOE 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.

V. NOTICE

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

Gayle Garbolino-Mojica
 Superintendent of Public Schools
 Placer County Office of Education
 360 Nevada Street
 Auburn, CA. 95603

Robert L. Oldham, Director
 Placer County Health and Human Services
 3091 County Center Drive, Ste. 290
 Auburn, CA 95603

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first herein above written.

BY _____ Date _____
Robert L. Oldham
Placer County Health and Human Services

BY _____ Date _____
Gayle Garbolino-Mojica
Superintendent of Schools

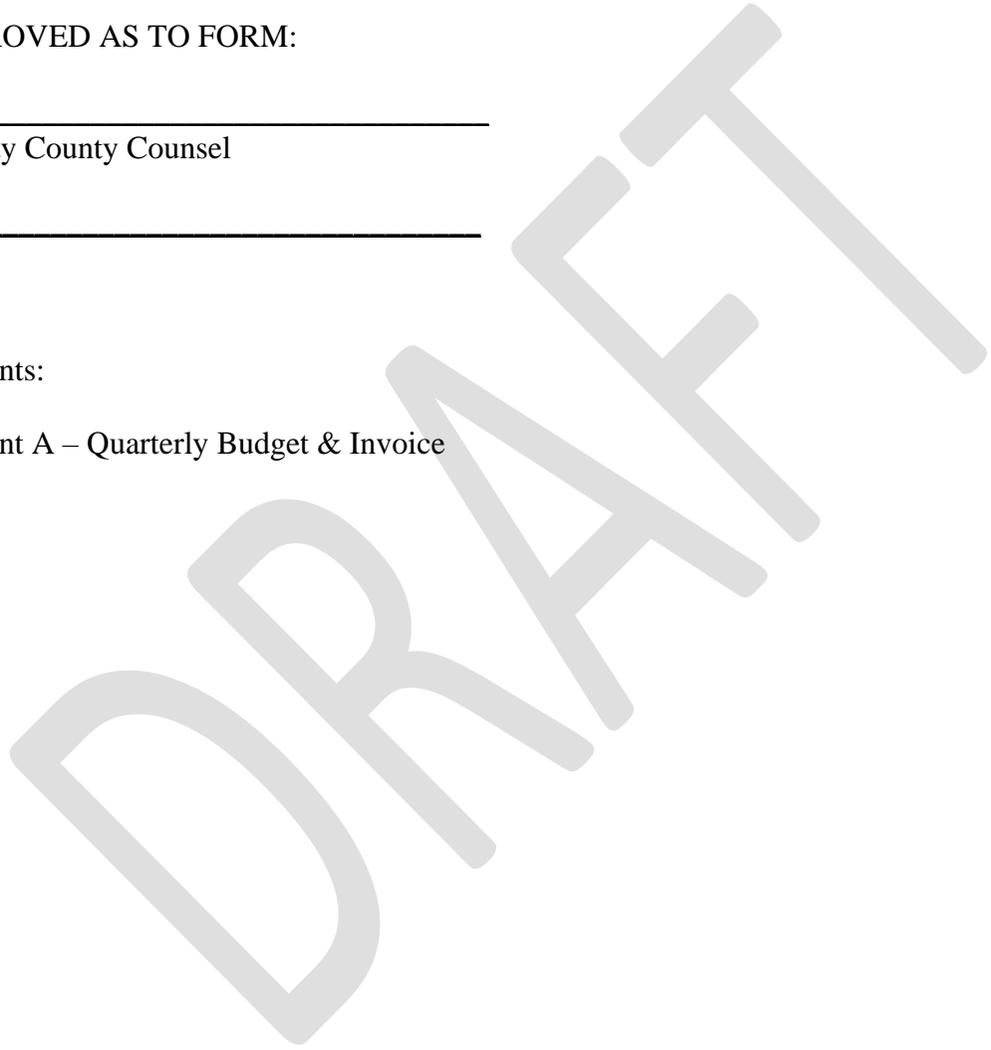
APPROVED AS TO FORM:

Deputy County Counsel

Date

Attachments:

Attachment A – Quarterly Budget & Invoice



**Title IV-E Administrative Funding
Contract Claim I Verification of Match Reported
QUARTERLY BUDGET & INVOICE**

FOR THE QUARTER OF:

Fed Percentage -
Non Fed Percentage -

Category	Budget		
	Program Budget	Contract Budget	PCOE Match
Title IV-E Foster Youth Services			
TOTAL PROGRAM COST	-	-	-

INVOICE AMOUNT				
Quarterly Program Costs	PCOE Match	Contract Costs	YTD Contract	YTD PCOE Match
		*50% of fed percentage above		
-	-	-		

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. I also verify there is sufficient reported/ claimed match on this invoice. 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
Title IV-E MOU

Print Name / Title

Date

The COE must certify the quarterly expenditures and submit an invoice to the CWD. Prior to the submittal of the quarterly invoice, the CWD will provide the COE the calculated Title IV-E non-federal discount rate to account for the non-federally eligible cases served by the COE. The COE will then apply the Title IV-E non-federal discount rate to the total costs and subtract that amount from the total costs. The net result is multiplied by the 50 percent federal financial participation rate. The CWD must ensure the non-federal costs have been removed from the COE's total expenditures before submitting the costs to CDSS for reimbursement. The net amount is then claimed to PIN 119069 on the CEC. The Title IV-E non-federal discount rate is applied to PC 119 prior to being claimed to the CEC.

PC	119	Public Agency IV-E Pass-Through
PIN	119069	Public Agency IV-E Pass-Through
The sharing ratio for this code is 50/00/00/50 (Federal/State/Health/County)		

The county share may be provided by the COE who is performing the eligible administrative activities provided the funds used as the county share meet all matching requirements for federal 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.