

ORIGINAL

MEMORANDUM OF UNDERSTANDING
RESOURCE FAMILY APPROVAL PROGRAM
TERMS AND CONDITIONS
BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
AND THE COUNTY OF MONTEREY

These Terms and Conditions shall be entered into by and between the California Department of Social Services ("Department") and the County of Monterey ("County") for operation of the Resource Family Approval program, a resource family approval process that unifies selected elements from existing processes for licensing foster family homes, approving relatives or non-relative extended family members, guardians and approving adoptive families as authorized by Welfare and Institutions Code section 16519.5. By entering into these Terms and Conditions, the Department and the County agree to the following:

I. Administration of RFA Program

A. The Program shall be administered in accordance with the following:

1. Welfare and Institutions Code section 16519.5.
2. The Written Directives ("Written Directives"), which shall have the same force and effect as regulations but are exempt from the rulemaking provisions of the Administrative Procedures Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, are attached hereto as Attachment 1 and incorporated by this reference.

II. County Responsibility

A. The County shall be responsible for the following:

1. Consult with the county probation department in developing the County's Implementation Plan.
2. Submit the Implementation Plan to the Department for approval within the timeframe established by the Department.
3. Participation in the program may be terminated by either party in accordance with Section (VI)(D). Therefore, the County shall include a proposed termination plan as a component of the Implementation Plan.
 - a) The termination plan shall:
 - i. Minimize disruption to families.
 - ii. Maximize child safety.

- iii. Ensure that resource families will operate in accordance with Welfare and Institutions Code section 309 or 362.7 or Health and Safety Code section 1502, et seq., as applicable.
 - iv. Ensure that eligibility for foster care payments will not be interrupted.
 4. Train County staff and accept applications from Resource Families within the timeframes established by the Department.
 - a) Unless authorized in writing by the attendees, the collection of confidential information related to the attendees of trainings and conferences by the County shall be limited to that which is required to:
 - i. Verify attendance;
 - ii. Analyze the effectiveness of training and conference (as described in the State's IV-B Plan at http://www.childsworld.ca.gov/res/TitleIV-B/CFSP_2015-2019.pdf); and
 - iii. Provide attendees with continuing education units (in accordance with the Board of Behavioral Sciences requirements available at http://www.bbs.ca.gov/licensees/ce_licensees.shtml).
 - b) The County shall not disclose any confidential information collected from the attendees of trainings and conferences to a third party without the prior written approval of CDSS and the attendees unless legally required to do so.
5. Approve and deny applications, including rescinding Resource Family Approvals.
6. Update Resource Family Approvals annually.
7. Comply with the Written Directives.
 - a) The County shall comply with all changes to the Written Directives upon the effective date of the changes.
8. Implement the requirements for Resource Family Approval process.
9. Use standardized documents established by the Department for home approval and assessment.
10. Monitor whether Resource Families are compliant with law.
11. Investigate complaints against Resource Family homes.
12. Comply with the Department oversight, including requests for access to records and the timely completion of corrective action as may be determined necessary by the Department.

13. Submit program information and data to the Department for a report to the Legislature on the results of the initial phase of the implementation of the program.

III. State Responsibilities

- A. The Department shall be responsible for all of the following:
 1. Establish reasonable timeframes for the County to submit its Implementation Plan, train county staff, and accept applications from Resource Families.
 2. Adopt standards pertaining to the home approval and permanency assessment of a resource family.
 3. Issue the Written Directives to administer the Resource Family Approval program.
 - a) The Department shall provide the County with 30 days notice of all changes to the Written Directives prior to those changes becoming effective.
 4. Adopt and require the use of standardized documents for the approval process.
 5. Provide oversight of the County systems and operations related to the program, including County monitoring and administration of the Resource Family Approval program.
 6. Prepare and submit a report to the Legislature on the results of the initial phase of the implementation of the Resource Family Approval program.

IV. Term

These Terms and Conditions shall begin on March 1, 2016 and shall remain in effect until December 31, 2016 unless terminated early by either party in accordance with Paragraph VI.D of this MOU. In no event shall the MOU continue past December 31, 2016, unless extended through the use of a written amendment and as authorized by law.

V. Fiscal Provisions

Pursuant to Welfare and Institutions Code section 16519.5, the implementation of the RFA program shall be contingent upon the continued availability of federal Social Security Act Title IV-E (42 U.S.C. Sec. 670) funds for costs associated with placement of children with resource families assessed and approved under the program.

VI. General Provisions

- A. Amendments: These Terms and Conditions may only be amended by the written mutual consent of both the County and Department. Amendments shall be in writing to be effective.

1. Changes to Welfare and Institutions Code section 16519.5 or the Written Directives issued by the Department will not require these Terms and Conditions to be amended.
- B. If any provision of this MOU or the application thereof is held invalid, the remainder of this MOU shall not be affected thereby.
- C. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement will have the same force and effect as if the original had been signed by all the parties.
- D. Termination: The Department or the County may terminate the Resource Family Approval program in the County by providing the other party with ninety (90) days written notice. The termination shall take effect ninety (90) days after a party receives written notice of termination. The termination period may be changed with the written mutual consent of the parties.
 1. For purposes of this section, notice from the County shall be a resolution of the County Board of Supervisors or a county ordinance or proclamation from the Board delegating its authority to a designated individual to bind the County into an agreement, delivered by registered mail to:

**California Department of Social Services
744 P Street, MS 8-13-66
Sacramento, CA 95814
Attention: Kim Wrigley**

2. Notice from the Department shall be a letter from the Department, delivered by registered mail to the County Board of Supervisors or Board designated County authority, delivered by registered mail to:

**County of Monterey, Board of Supervisors
168 West Alisal Street
Salinas, CA 93901
Attn: Simon Salinas**

3. Should Department or the County terminate the County's participation in the Resource Family Approval program, the County shall immediately implement its termination plan.

E. Conflict of Interest:

1. No person in the Resource Family Approval program shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to:
 - a) His or her duties in the program, as a Department or County employee.
 - b) The duties, functions, or responsibilities of the program.

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2. The County shall ensure there are no conflicts of interest if it approves a Resource Family in which the applicant or spouse of the applicant is employed by the County's Child Welfare Services Department.
- F. Authorized Representatives: By signing below, the individual certifies that he or she is acting as the representative of the entity named below and possesses the authority to enter into this MOU on behalf of the entity.

Signature page follows

California Department of Social Services

County of Monterey

Deborah Pearce
Chief, Contracts and Purchasing Bureau

By _____
Jane B. Parker,
Chair, Board of Supervisors

Date

Date

ATTEST:

Clerk of the Board

County Counsel, Approved to Form:

By: _____
Deputy, County Counsel

Dated: _____