

ORIGINAL

#6240

Educational Support for Dependent Youth
(Title IV-E Foster Care Administrative Activities)

MEMORANDUM OF UNDERSTANDING

July 1, 2019 – June 30, 2023

between

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

and

MONTEREY COUNTY OFFICE OF EDUCATION

MEMORANDUM OF UNDERSTANDING
("MOU")

I. DECLARATION

This MOU is entered into by and between the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES ("DSS")** and **MONTEREY COUNTY OFFICE OF EDUCATION ("MCOE")**, referred to hereafter as the **"Parties"**, for the purpose of coordinating **Educational Support for Dependent Youth (Title 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

MCOE operates FOSTER YOUTH SERVICES (FYS) and is responsible for providing services under Education Code Section 42920-25 and under Senate Bill 933. Under this direction MCOE has contracted to serve dependent youth residing in Monterey County Licensed Foster Care.

In addition, effective in January 2004, DSS was made aware of Assembly Bill 490 requiring the adherence to key provisions supporting the educational opportunities within the best interest of the children in foster care.

Based on the similar mission of FYS and DSS, a natural collaboration was established for serving a portion of the foster youth in Monterey County and this MOU is intended to ensure all of the Monterey County foster youth receive support for educational opportunities, in accord with Welfare and Institutions Code Section 10601 and Education Code Section 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.

III. SCOPE OF SERVICES

MCOE agrees to:

Provide services described in Education Code Section 42921 under the following framework, to children living in licensed foster homes or with approved relatives or near kin.

Appoint and direct a Foster Youth Educational Services Coordinator, whose case management duties shall include, but shall not be limited to, all of the following:

- 1) Working with DSS to minimize changes in school placement;
- 2) Facilitating the prompt transfer of educational records, including the health and education passport, between educational institutions when placement changes are necessary;
- 3) Providing education-related information to DSS to assist it to deliver 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 Section 16010.

- 4) Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
- 5) 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;
- 6) Facilitating communication between the foster care provider, the teacher, and any other school staff or education service providers for the child;
- 7) Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- 8) Referring caregivers of foster youth who have special education needs to special education programs and services;
- 9) Following guiding principles that establish a hierarchy of services, in accordance with the following order:
 - a) Providing, or for the referral to, tutoring services for foster youth;
 - b) Providing, or for the referral 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; and
 - iv. Emancipation services;
 - c) 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;
 - d) Establishing collaborative relationships and local advisory groups; and
 - e) Establishing a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport;
- 10) Providing regular updates on the status, grades, and performance of Monterey County foster youth, including but not limited to 504 agreements, Individual Education Plan's and evaluations;
- 11) Tracking data and report on outcomes within the time schedule established in joint agreement with DSS; and
- 12) Providing transportation to school of origin, according the terms of the interagency agreement between DSS, Monterey County Probation Department, MCOE's Foster Youth Services Coordinating Program, and participating Monterey County School Districts.

DSS agrees to:

- 1) Work in partnership with MCOE 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 MCOE 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 MCOE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- 5) Provide a venue to leverage State FYS funding to allow the claiming of Title IV-E allowable administrative costs; and
- 6) Work with MCOE 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 PROVISIONS

Insurance Coverage Requirements: Without limiting MCOE's duty to indemnify, MCOE shall maintain in effect throughout the term of this MOU a policy or policies of insurance with the following minimum limits of liability:

Commercial **General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Comprehensive **Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this MOU, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Worker's Compensation Insurance: If MCOE employs others in the performance of this MOU, MCOE shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

General Insurance Requirements: All insurance required by this MOU shall be with a company acceptable to DSS and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this MOU, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date MCOE completes its performance of services under this MOU.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the County of Monterey ("County"), its officers, agents, and employees as Additional Insured.

Prior to the execution of this MOU by DSS, MCOE shall file Certificates of Insurance with the DSS Contract Administrator, showing that the MCOE has the insurance required by this MOU in effect. The MCOE shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this MOU, which shall continue in full force and effect.

In the event the MCOE is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this MOU,

shall be furnished by the MCOE to the DSS Contract Administrator prior to the execution of this MOU.

Cancellation of Insurance: Each liability policy shall provide that DSS shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. MCOE shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Section 10850, 45 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&I Code 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 MCOE from access to any such records, and from contact with its clients and complainants, shall be used by MCOE only in connection with its conduct of the program under this contract. DSS, 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 DSS shall remain confidential and may be disclosed only as permitted by law.

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

Retention of Records: MCOE 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, 2019 and terminate June 30, 2023. 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

Anticipated 2019-2020 Budget.

MCOE Match	\$ 318,969.00
DSS Obligation	\$ 191,381.00
Transportation	<u>\$ 15,000.00</u>
Total Program Cost	\$ 525,350.00

Future fiscal year costs will be incorporated through written amendment mutually executed by the Parties. The maximum obligation of the DSS under this agreement in for the period of July 1, 2019 through June 30, 2020 shall be **\$206,381.00 per Attachment A**, or the actual federal share of allowable costs, whichever

is less. MCOE shall submit a quarterly claim to CDSS for reimbursement from Title IV-E. Upon receipt of the reimbursement, DSS shall pay MCOE the amount received. DSS will provide to MCOE 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.

MCOE is responsible for the MATCH amount, which is estimated at 62.5% of the total program cost, representing the non-federal share of cost calculated at the federal discount rate. MCOE shall certify the expenditure of this share of cost, and that these funds were not used as match to any other federal program. The MATCH shall be documented on a quarterly invoice (**Attachment A**) and must be expended in order to claim Title IV-E reimbursement.

All invoices must be submitted to DSS no later than 25 days after the end of the quarter or after termination of this MOU.

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

MCOE shall provide audit records in compliance with Title 2 in the Code of Federal Regulations (CFR), subtitle A, chapter II, part 230 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 MOUs.

V. NOTICE

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

Henry Espinosa
Acting Director
Department of Social Services
1000 South Main Street, Suite 209A
Salinas, CA 93901-2353

Ernesto Vela, Ed.D.
Assistant Superintendent
MCOE
901 Blanco Circle
Salinas, CA 93912-0815

(signature page follows)

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

BY Henry Espinosa 7/1/19
Henry Espinosa, Acting Director
Department of Social Services
Date

BY Garry P. Bousum 5-30-19
Garry P. Bousum, Associate Superintendent
Finance and Business Services
Date

APPROVED AS TO FORM:

AB
Monterey County Deputy County Counsel
6.6.19
Date

APPROVED AS TO FISCAL TERMS:

[Signature]
Monterey County Auditor-Controller
6-7-19
Date

