

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

MEMORANDUM OF UNDERSTANDING

Between

**SANTA BARBARA COUNTY
(through its DEPARTMENT OF SOCIAL SERVICES)**

And

**SANTA BARBARA COUNTY
EDUCATION OFFICE**

MEMORANDUM OF UNDERSTANDING
("MOU")

I. DECLARATION

This Memorandum of Understanding (MOU) is entered into by and between the **COUNTY OF SANTA BARBARA** and the **SANTA BARBARA COUNTY EDUCATION OFFICE (SBCEO)** in accord with the **California Department of Social Services All County Letter No. 16-91**. This MOU will be administered by the County Department of Social Services (hereinafter referred to as DSS) for the purpose of coordinating **Educational Support for Dependent Youth (IV-E Foster Care Administrative Activities)**.

II. BACKGROUND

SBCEO operates **FOSTER YOUTH SERVICES (FYS)** and is responsible for providing services in accordance with Education Code Sections 42920 - 42925. Under this direction **SBCEO** serves dependent youth placed in foster care in Santa Barbara County.

In addition, effective in January 2004, **DSS** 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 (Chapter 781), in October of 2015, further clarified the requirements of operating a Foster Youth Services Coordinating Program (FYSCP).

Subsequently, **SBCEO** and **DSS** have collaborated in an effort to better serve and support our County's foster youth and their respective educational needs. This MOU is intended to ensure that all foster youth in Santa Barbara County receive support for educational opportunities, in accord with Education Code Sections 42921, 48853.5 and 49069.5.

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

III. ROLES AND RESPONSIBILITIES

SBCEO shall provide the following case management services described in Education Code Section 42921 to pupils in foster care. For purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Educational Code Section 42238.01. **SBCEO** agrees to:

- 1) Work with **DSS** to ensure no duplication of activities to serve pupils in foster care;
- 2) Work with **DSS** to minimize changes in school placement;

- 3) Support local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in Foster Care is quickly enrolled in classes;
- 4) Provide education-related information to **DSS** to assist in delivering services to pupils in foster care, including, but not limited to, a summary of the health and education information or records as described in Welfare and Institutions Code section 16010 which may be included in court report might not be required.
- 5) Respond to requests from the juvenile court for information and work with the court to ensure the delivery or coordination of necessary educational services;
- 6) Work to obtain and identify, and link pupils in foster care to, mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of pupils in foster care;
- 7) Facilitate communication between the foster care provider, the teacher, and any other school staff or education service providers for the pupils in foster care;
- 8) Share information with the foster care provider regarding available training programs that address education issues for pupils in foster care;
- 9) Refer caregivers of pupils in foster care with special education needs to special education programs and services;
- 10) Refer pupils in foster care to educational support and services;
- 11) Refer pupils in foster care 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;
- 12) Facilitate 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;
- 13) Establish collaborative relationships and local advisory groups; and
- 14) Establish a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport;
- 15) Provide regular updates on the status, grades, and performance pupils in foster care in Santa Barbara County, including but not limited to Section 504 of the Rehabilitation Act

of 1973 (29 U.S.C. § 794, 34 CFR § 104.1 et seq.), Individual Education Plans and evaluations; and

- 16) Track data and report on outcomes within the time schedule established in joint agreement with DSS.**

DSS agrees to:

- 1) Work in collaboration with SBCEO to achieve the identified goals and outcomes as set forth in Education Code Sections 42921, 48853.5 and 49069.5;**
- 2) Assign a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible pupils in foster care;**
- 3) Work with SBCEO to implement a jointly-developed program description and referral process instructions for the sharing and mutual exchange of information and data for all pupils in foster care covered by this MOU;**
- 4) Facilitate and participate in joint problem solving with SBCEO to address pupils in foster care needs while collaborating to establish target pupils in foster care populations and prioritizing needs based on funding; and**
- 5) Work with SBCEO to enhance educational involvement in core Independent Living Plan services as described in Division 31, Chapter 31—525 of the Child Welfare Services Manual.**

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party, its officials, 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 each party's duty to indemnify, each party shall maintain in effect throughout the term of this MOU a policy or policies of insurance with the following minimum limits of liability:

1. **Comprehensive 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
2. **Comprehensive Automotive 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
3. **Worker's Compensation Insurance:** Each party shall maintain Worker's Compensation insurance in accordance with the laws of the State of California.
4. **Professional Liability Insurance** is not required.

Prior to the execution of this MOU, each party shall file Certificates of Insurance with the other parties' Contract Administrators, showing that each party has the insurance required by this MOU in effect. Each party 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.

Cancellation of Insurance: Each liability policy shall provide that each party shall be given notice in writing at least thirty (30) days in advance of any change, cancellation or nonrenewal thereof. Each party shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, nonrenewed 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 W&I 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, a court order requiring disclosure, or as otherwise required or authorized by law. Confidential information gained by **SBCEO** from access to any such records, and from contact with its clients and complainants, shall be used by **SBCEO** only in connection with its conduct of the program under this MOU. **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: **SBCEO** shall prepare and maintain all reports and records that may be required by Federal, State, or **local laws** and regulations

and DSS rules and shall furnish such reports and records to **DSS** and to the local, State, and Federal governments, upon request.

Retention of Records: **SBCEO** 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 no less than 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 MOU is resolved.

D. TERM

- 1) The term of this MOU is effective as of July 1, 2016 for one year and will be reviewed for renewal in June 2017.
- 2) Either Party may terminate this MOU by giving thirty (30) days' written notice to the other Party.
- 3) This MOU is contingent upon available funding and may be renegotiated upon mutual written consent of all Parties.

E. FISCAL

The maximum financial obligation of **DSS** under this MOU shall be the actual Federal share of allowable costs, which is estimated at \$102,922 based on the total program cost. At the conclusion of each quarter, **DSS** shall submit a claim to the California Department of Social Services (CDSS) for reimbursement from Title IV-E of the Social Security Act. Upon receipt of reimbursement from CDSS, **DSS** shall then provide to **SBCEO** the calculated Federal discount rate (based on the number of pupils in Foster Care not eligible for Title IV-E reimbursement), and pass through the actual Federal share of allowable costs to **SBCEO**.

SBCEO shall be responsible for expending and incurring all required match amounts in accordance with Title IV-E of the Social Security Act, which is estimated at \$264,658 (72%) of the total program cost, representing the non-Federal share of costs calculated at the Federal discount rate. **SBCEO** shall certify the expenditure of this share of costs and that these funds were not used as a match to any other Federal program. **SBCEO** shall document the claimed match on a quarterly invoice (Attachment A), and **SBCEO** must actually expend these costs in order to claim Title IV-E reimbursement.

SBCEO estimated Match	\$ 264,658
DSS estimated Obligation	\$ 102,922

Total Program Cost	\$ 367,580

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

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

SBCEO 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 result 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:

Daniel Nielson
Director
Department of Social Services
Santa Barbara County
2125 Centerpointe Parkway
Santa Maria, CA 93455
(805) 346-7101

Kathy Hollis
Assistant Superintendent
Santa Barbara County Education Office
4400 Cathedral Oaks Rd.
Santa Barbara, CA 93110

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

BY

Daniel Nielson
Director
Department of Social Services
Santa Barbara County

Date

Debbie Breck
Assistant Superintendent
Finance and Business Services
Santa Barbara County Education Office

Date

Santa Barbara County Education Office

***IV E Administrative funding
Contract Claim I Verification of Match Reported***

QUARTERLY BUDGET & INVOICE

FOR THE MONTH OF: _____

Category	Budget			INVOICE AMOUNT				
	Program Budget	Contract Budget	Match	Total Program Costs	Monthly Contract Costs	Match	YTD Contract	YTD Match
IV-E Expanded 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