

First Amendment to the
Memorandum of Understanding
between
County of Santa Barbara through its Department of Social Services
and
Allan Hancock College CalWORKs Program

This is a First Amendment to that certain Memorandum of Understanding (MOU) between County of Santa Barbara through its Department of Social Services and Allan Hancock College executed on August 12, 2014, a copy of which is attached for reference.

Whereas, the parties desire to amend the MOU to increase their cooperative efforts;
and

Whereas, this First Amendment incorporates the terms and conditions set forth in the original MOU, except as modified by this First Amendment.

The MOU is amended as follows:

1. Will Bruce, Director EOPS/CARE & CalWORKs is amended to Vanessa Dominguez, Director, EOPS/CARE/NextUp & CalWORKs throughout the MOU.
2. Section I, **PURPOSE**, of the MOU is amended to state in its entirety:

This Memorandum of Understanding (MOU) is hereby entered into between the County of Santa Barbara and Allan Hancock College (AHC). This MOU will be administered by the County Department of Social Services (hereinafter referred to as DSS) on behalf of the County and by the Allan Hancock College CalWORKs Department (hereinafter referred to as AHC-CW) on behalf of AHC. The purpose of the MOU is for the provision of co-locating a DSS Career Employment Specialist (CES) at the AHC-CW Santa Maria Campus *and for the provision of releasing confidential information for the purpose of administering educational and ancillary support*. This provision extends to Follett Bookstore who is vendor for AHC-CW that provides ancillary support. The program engaged in this MOU is the California Work Opportunity and Responsibility to Kids (CalWORKs)/Welfare to Work (WTW) program.

3. Second Paragraph of Section II, **CONTEXT**, Item C, of the MOU is amended to state in its entirety:

DSS and AHC-CW enjoy a strong community partnership and aim to improve access to needed CalWORKs student supports. Co-locating a DSS Career Employment Specialist (CES) with AHC CalWORKs/EOPS/CARE *and having an agreement for releasing of confidential information for the purpose of*

administering educational and ancillary support will provide easier access to program supports and ensure stronger collaboration in the development of individualized student plans. Additionally, it will provide easier access for CalWORKs/WTW Students to obtain services and ancillary support, such as schoolbooks and school supplies.

4. Section IV, **SCOPE OF WORK**, of the MOU is amended to state in its entirety:

A. DSS agrees to:

1. Assign a CES(s) to serve Santa Barbara County CalWORKs/WTW students at AHC.
 - i. The assignment and reassignment of the CES(s) shall be at the sole discretion of DSS and shall be made in accordance with applicable laws and regulations and as set forth in agreements with employee organizations.
 - ii. The CES will work mutually acceptable times as determined by DSS. The CES will not be available on holidays observed by DSS.
 - iii. DSS shall assign an alternate CES(s) during planned and unplanned absences within the limitations of DSS resources and personnel. Supervision of the CES shall be the sole responsibility of DSS, and AHC-CW shall not exercise any control or supervision of the CES(s).
 - iv. The CES(s) will be assigned to work at the AHC-CW Santa Maria Campus, but DSS reserves the right to have the actual process of case management carried on by the CES(s) at either AHC-CW or at DSS facilities.
 - v. DSS will work cooperatively with AHC-CW to assist CalWORKs/WTW students in obtaining WTW program services.
2. Monitor the CES(s) on AHC campus for compliance with the reasonable rules and regulations of the AHC campus applicable to all AHC employees. In the event of a conflict between AHC rules and regulations and DSS rules and regulations, DSS rules and regulations will govern the CES(s).
3. *The assigned WTW CES shall initiate the referral process by obtaining a signed E30 Program Referral Education/Training referral form. WTW CES shall complete the following:*
 - i. *Name and phone number of CalWORKs/WTW Student.*
 - ii. *Name and address of AHC.*
 - iii. *Reason for referral and specific objectives.*

- iv. *Signature of CalWORKs/WTW Student on Release of Information Section.*
 - v. *Send completed E30 Referral Education/Training referral form to AHC CalWORKs Coordinator.*
4. *When ancillary support is requested, the assigned CES shall complete an E82 Payment Voucher to Follett Bookstore who is contracted vendor for AHC and send to AHC CalWORKs Coordinator.*
 5. *DSS will work cooperatively with AHC-CW to assist CalWORKs/WTW students with registering in educational WTW activities and to provide necessary ancillary support.*

B. AHC-CW Agrees to:

1. Provide, but not be limited to providing, the following: office space, access to a photocopier, a desk, chair, telephone, reasonable office supplies and sufficient filing cabinet space, in the AHC-CW department premises.
2. Work cooperatively with DSS to assist mutual CalWORKs/WTW students.
3. *AHC-CW CalWORKs Coordinator will meet with referred CalWORKs/WTW student to assist with registering in educational WTW activities and request for necessary ancillary support.*
4. *AHC-CW CalWORKs Coordinator will add E82 Payment Voucher information to an excel list and send to Follett Bookstore who in turn will assist CalWORKs/WTW students obtain schoolbooks and any other approved ancillary support.*
5. *AHC-CW shall ensure that their contract with Follett Bookstore contains a provision ensuring confidential information is used in accordance with restrictions as defined in Section VI Confidentiality.*
6. *AHC-CW and Follett Bookstore shall store any electronic files containing client benefit information in secured electronic files and promptly and securely discard any shared information when it becomes unnecessary.*

C. Joint Responsibilities of Both Parties:

1. Efforts will be made by both parties to meet on a semi-annual basis to work collaboratively to discuss, review, and coordinate services between the parties.
2. Collaboration to improve service delivery, including utilization of automation.

5. Section VI, **CONFIDENTIALITY**, of the MOU is amended to state in its entirety:

Each party has a legal obligation to abide by the Family Educational Rights and Privacy Act (FERPA), protect confidential data and Protected Client Information (PCI) in its possession, especially data and information concerning health, mental health, criminal and public assistance records. This information includes, but is not limited to, client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all confidential information exchanged between them in the strictest confidence, in accordance with all Federal and State laws and regulations (*DSS Manual 19-004.2 and WIC section 10850*).

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date executed by County.

AGREED TO AND ACCEPTED BY:

Daniel Nielson, Director
County of Santa Barbara Department of Social Services

Date

Vanessa Dominguez, Director, EOPS/CARE/NextUp & CalWORKs
Allan Hancock College

Date