

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

MEMORANDUM OF UNDERSTANDING

July 1, 2018

Between

MODOC COUNTY
DEPARTMENT OF SOCIAL SERVICES

And

MODOC COUNTY
OFFICE OF EDUCATION

MEMORANDUM OF UNDERSTANDING ("MOU")

I. DECLARATION

This MOU is entered into by and between the MODOC COUNTY DEPARTMENT OF SOCIAL SERVICES ("MCDSS") and the MODOC COUNTY OFFICE OF EDUCATION ("MCOE"), 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

MCOE operates Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction MCOE has contracted to serve pupils in foster care in Modoc County.

Effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) established 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 MCDSS a natural collaboration was established for serving the foster youth in Modoc County and this MOU is intended to ensure all of the Modoc 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 changes in federal and state laws to ensure compliance.

III. ROLES AND RESPONSIBILITIES

MCOE agree 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) Serve as a liaison between school districts, Social Services Agency, and collaborative partners;
- 2) Provide personnel to MCDSS to perform responsibilities under this agreement, who possess a practical, working knowledge of the school systems within Modoc County and the procedures that are required in order to access educational records from school districts throughout the State of California;

- 3) Provide personnel to MCDSS who shall, as directed, participate in staffing County social worker/child/family support teams on issues related to Foster Youth students (including, but not limited to, issues pertaining to missing educational records, incorrect education information, and clarification of behavior reports) and facilitation retrieval of each Foster Youth students' educational record and other documentation needed for foster care placement.
- 4) Work with MCDSS to ensure no duplication of activities to serve foster youth,
- 5) Work with MCDSS to minimize changes in school placement;
- 6) Supporting 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;
- 7) Providing education-related information to MCDSS 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 Code (WIC) section 16010;
- 8) Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services,
- 9) Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- 10) Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
- 11) Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- 12) Referring caregiver and educational rights holds of foster youth who have special education needs to special education programs and services;
- 13) 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. Transition Services
 - d. Emancipation services.
- 14) 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;
- 15) Establishing collaborative relationships and local advisory groups;

- 16) Providing regular updates on the status, grades, and performance of Modoc County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- 17) Collect and enter data, in cooperation with MCDSS, to complete the Health and Education Passport for each Foster Youth student.

MCDSS agrees to:

- 1) Provide staff to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
- 2) Work with MCOE to implement a jointly-developed process for sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
- 3) Be an active member of the Foster Youth Advisory Council;
- 4) Provide a workspace within MCDSS with a computer to access to CMS/CWS for an MCOE Foster Youth Administrative Assistant to input educational data for the HEP Reports, as well as use of a telephone, photocopiers, and general office supplies; and
- 5) 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; and
- 6) Provide a venue to leverage CDE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs.

MCOE and MCDSS jointly agree to:

- 1) Share all relevant academic information for foster youth to ensure the court has updated and accurate information as it makes decisions regarding current and former foster youth.
- 2) Share all relevant academic information for foster youth to ensure that either party is aware of any educationally related issues in order to work collaboratively to decrease unmet needs as well as promote academic success.
- 3) MCOE Foster Youth Administrative Assistants and MCDSS Social Works will meet at least monthly during the school year to discuss educational issues related to foster youth.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

The parties agree to each defend, indemnify, and hold other Party, its officers, employees and agents harmless from any and all liability or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the sole negligent or intentional acts or omissions of the other Party.

B. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with WIC 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 WIC section 10850 or by 45 CFR section 205.50, confidential medical or personnel records and the 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 or as otherwise permitted by law. MCDSS, through the Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by the MCDSS 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 MCDSS rules and regulations and shall furnish such reports and records to MCDSS 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.

C. TERM

This MOU shall take effect of July 1, 2018 for one year and will be reviewed for renewal in June 2019. Either Party may terminate this MOU by giving 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.

D. Changes, Amendments, or Alterations:

No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both parties.

E. Dispute Resolution:

If a dispute arises between MCDSS and MCOE under this MOU, MCOE's Director of Student and Educational Services and the MCDSS Social Worker Supervisor shall meet

and confer within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Program Manager and to the County Superintendent of Schools for resolution.

F. FISCAL

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|--------------------|-------------|
| MCOE Match | \$36,857.00 |
| MCDSS Obligation | \$36,857.00 |
| Total Program Cost | \$73,714.00 |

The maximum obligation of MCDSS under this agreement shall be \$73,714.00 or the actual federal share of allowable costs, whichever is less. MCDSS shall submit a quarterly claim to California Department of Social Services CDSS for reimbursement from Title IV-E for allowable activities. Upon receipt of the reimbursement, MCDSS 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 fifty percent (50%) of the total program cost, representing the non-federal share of cost calculated at the general discount rate. MCOE shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other general 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 MCDSS no later than 15 business days after the end of the quarter or after termination of this MOU.

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

MCOE 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:

Kelly Crosby
Director
Department of Social Services
Modoc County
120 N Main St.
Alturas, CA 96101

Misti Norby
Director of Student and Educational Services
Modoc County Office of Education
139 Henderson St.
Alturas, CA 96101

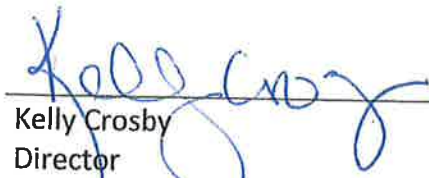
The parties hereto will have their duly authorized representative execute this Memorandum of Understanding on the day, month; and year below written and agree that the terms of this MOU will commence effective July 1, 2018 and shall remain in effect until June 30, 2019.

BY


Misti Norby
Director of Student and Educational Services
Modoc County Office of Education

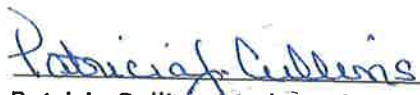
Dated:

4/18/18


Kelly Crosby
Director
Modoc County Department of Social Services

Dated:

4/16/2018


Patricia Cullins, Madam Chair
Modoc County Board of Supervisor

Dated:

APR 10 2018

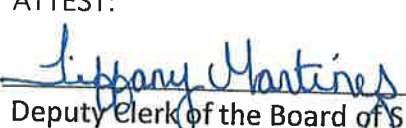
APPROVED AS TO FORM:


County Counsel

Dated:

APR 10 2018

ATTEST:


Deputy Clerk of the Board of Supervisors

Dated:

APR 12 2018



Modoc County
Department of Social Services

Kelly Crosby, RN, BSN, PHN
Director

Carole McCulley, BSW, MS
Public Guardian & Program Manager – IHSS, APS, CPS

Patty Shirk, AA
Program Manager – Eligibility and CalWorks

Laura Shinn, BA
Staff Services Manager – Fiscal & Administration

April 17, 2018

RE: MOU between MCDSS and MCOE

Dear Madam,

Enclosed you will find three original MOUs which have been signed by Modoc County Board of Supervisors Chair, Patricia Cullins and MCDSS Director, Kelly Crosby. Please sign and return two original copies to me at:

Lillian Toetolu
Modoc County Department of Social Services
120 N Main Street
Alturas, CA 96101

Thank you very much and should you have any questions or need anything further please be sure to contact me at (530) 233-6501 ext. 1333.

Sincerely,

Lillian Toetolu
Administrative Assistant



18-39

204 S. Court St Alturas, CA, 96101 (530) 233-6201

Modoc County Board of Supervisors
MINUTE ORDER

The following action was taken by the Modoc County Board of Supervisors on April 10, 2018:

8.a. Consideration/Action: Requesting approval and authorization for the Chair of the Board and the Director of Social Services to sign the Foster Youth Services Coordinating Program (FYSCP) Memorandum of Understanding between Modoc County Department of Social Services (MCDSS) and Modoc County Office of Education (MCOE), effective July 1, 2018 through June 30, 2019. (Social Services)

Motion by Supervisor Byrne, seconded by Supervisor Cavasso to approve and authorize the Chair of the Board and the Director of Social Services to sign the Foster Youth Services Coordinating Program (FYSCP) Memorandum of Understanding between Modoc County Department of Social Services (MCDSS) and Modoc County Office of Education (MCOE), effective July 1, 2018 through June 30, 2019. (Social Services)

Motion Approved:

RESULT: APPROVED [UNANIMOUS]

MOVER: Geri Byrne, Supervisor District V

SECONDER: Elizabeth Cavasso, Supervisor District IV

AYES: Patricia Cullins, Supervisor District II, Elizabeth Cavasso, Supervisor District IV, Geri Byrne, Supervisor District V

ABSENT: David Allan, Supervisor District I

EXCUSED: Kathie Rhoads, Supervisor District III


STATE OF CALIFORNIA

COUNTY OF MODOC

I, Tiffany Martinez, Deputy Clerk to the Board of Supervisors in and for the County of Modoc, State of California, do hereby certify that the above and foregoing is a full, true and correct copy of an ORDER as appears on the Minutes of said Board of Supervisors dated April 10, 2018 on file in my office.

WITNESS my hand and the seal of the Board of Supervisors this 12th day of April 2018.




Tiffany A. Martinez
Deputy Clerk of the Board

