

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
YUBA COUNTY OFFICE OF EDUCATION
Educational Support for Dependent Youth
(IV-E Foster Care Administrative Activities)**

1. DECLARATION

This Memorandum of Understanding (hereafter “MOU”) is effective as of July 1, 2023, by and between the Yuba County Health and Human Services Department, (hereafter “YCHHSD”) and the Yuba County Office of Education (hereafter “YCOE”), for 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 both parties related to providing educational support and opportunities to Yuba County foster children and youth.

2. BACKGROUND

YCOE operates the local Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code Sections 42920-25. Under this direction, YCOE has contracted to serve Yuba County dependent children placed in out of home care.

In addition, effective January 1, 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) imposed adherence to key provisions supporting the educational opportunities within the best interest of the children in foster care.

Based on the similar mission of FYSCP and YCHHSD, a natural collaboration was established for serving a portion of the foster youth in Yuba County. The purpose of this MOU is to identify the specific and general responsibilities of YCOE within the framework of Title IV-E of the Social Security Act. YCOE will work with local schools to ensure all Yuba County foster children and youth receive support for educational opportunities in accordance with Welfare and Institutions Code (WIC) §10601 and Education Code Section 49069.5.

This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

3. SCOPE OF SERVICES

3.1 YCOE AGREES TO:

Act as liaison with schools to provide the following case management services described in Education Code Section 42921 to Yuba County dependent children placed in out of home care:

- 3.1.1** Work with YCHHSD to minimize changes in school placement.
- 3.1.2** Establish a method to facilitate transfer of educational records between educational institutions when placement changes are necessary.
 - 3.1.2.1.** Provide training to YCHHSD social workers on using Foster Focus to access educational records, when needed.
- 3.1.3** Provide education-related information to YCHHSD 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 WIC §16010.
- 3.1.4** Respond to requests from juvenile court for information and work with the court to ensure delivery or coordination of necessary educational services.
- 3.1.5** Obtain information and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children.
- 3.1.6** Facilitate communication between the foster care provider, the teacher(s), and any other school staff or education service providers for the foster child.
- 3.1.7** Share information with the foster care provider regarding available training programs that address education challenges for children in foster care.
- 3.1.8** Refer caregivers of foster youth who have identified special education needs to special education programs and services.
- 3.1.9** Through a collaborative process with YCHHSD, refer foster youth to local resources, which may include, but shall not be limited to, the following:

1. Mentoring
2. Counseling
3. Transitioning services; and
4. Emancipation services

- 3.1.10** Ensure timely individualized education programs, in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*) and all special education services.
- 3.1.11** Establish a collaborative relationship with YCHHSD and local advisory groups, including Blue Ribbon Commission, Yuba County Assessment Team (YCAT), SuperCAT, Children's Wellness and Child Abuse Prevention Council, and Multiple Disciplinary Team (MDT).
- 3.1.12** Provide regular updates on the status, grades, and educational performance of Yuba County foster youth to YCHHSD, including but not limited to 504 agreements, Individual Education Plans and Student Study Team (SST).
- 3.1.13** Track data and report on outcomes analyzing student transcripts to ensure the foster youth is on track to graduate.
- 3.1.14** When available, invite YCHHSD to attend Back to School Night(s) to educate and encourage families to consider being Resource Families Homes.
- 3.1.15** Attend Child and Family Team (CFT) meetings as a liaison for Yuba County Schools and encourage School/District participation for Camptonville Elementary Unified School District, Marysville Joint Unified School District, Wheatland School District, Wheatland Union High School District, Plumas Lake Elementary School District and Yuba Environmental Charter School.
- 3.1.16** Support and increase attendance at Independent Living Program (ILP) to foster youth on topics related to Commercially Sexually Exploited Children (CSEC) and lesbian, gay, bisexual, transgender, Queer/Questioning (LGBTQ) matters under AB 1856.
- 3.1.17** Attend Division meetings to identify new placements and obtain or share school information with social workers and Child and Adult Protective Services (CAPS) Public Health Nurse (PHN). This information will be entered into CWS/CMS by a YCOE liaison.
- 3.1.18** Work with YCHHSD to enhance educational involvement in ILP, by partnering on various trainings such as (but not limited to) youth

development and leadership, trauma informed care, anxiety, and stress reduction.

3.2 YCHHSD AGREES TO:

- 3.2.1** Facilitate the timely referral or notification of placement moves for eligible foster youth.
- 3.2.2** Provide initial training to input education information and updates into CMS/CWS, provide entry badge and access to a part-time workspace for a YCOE Case Manager.
- 3.2.3** Establish a collaborative relationship with YCOE and local advisory groups, including Blue Ribbon Commission, Yuba County Assessment Team (YCAT), SuperCAT, Children's Wellness Council, and Multiple Disciplinary Team (MDT).
- 3.2.4** Facilitate and participate in joint problem solving with YCOE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding.
- 3.2.5** Leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative activities associated with increasing educational case management services for foster youth. The California Department of Social Services allows counties to pass on Title IV-E funds to county Offices of Education that perform activities for children placed in foster care.
- 3.2.6** Work with YCOE to enhance educational involvement in ILP, including various trainings such as (but not limited to) youth development and leadership, trauma informed care, anxiety, and stress reduction.

4. GENERAL PROVISIONS

4.1 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.

4.2 INSURANCE PROVISIONS

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers' compensation, property, professional liability, sexual abuse and molestation liability or such endorsement under the liability policy, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurances as required in this MOU is material breach of contract and is grounds for termination of the MOU.

4.3 CONFIDENTIALITY AND RECORDS

The Parties and their officers, employees, agents and subcontractors shall comply with the Family Educational Rights and Privacy Act, 34 Code of Federal Relations (CFR) §99 ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), W&I Code §10850, 45 CFR §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 §10850 or by 45 CFR §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 YCOE from access to any such records, and from contact with its clients and complainants, shall be used by YCOE only in connection with its conduct of the program under this MOU. YCHHSD shall have access to such confidential information and records to the extent allowed by law and such information and records shall remain confidential and may be disclosed only as permitted by law.

4.4 MAINTENANCE AND AVAILABILITY OF RECORDS

YCOE shall prepare and maintain all reports and records that may be required by federal, state or YCHHSD rules and regulations and shall furnish such reports and records to YCHHSD and the state and federal governments, upon request.

4.5 RETENTION OF RECORDS

YCOE 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.

4.6 TERM

Commencement Date: July 1, 2023

Termination Date: June 30, 2026

The term of this MOU shall become effective on July 1, 2023, and shall continue in full force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this MOU.

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow county time in which to complete a novation or renewal contract for both parties' approval.

4.7 TERMINATION

YCHHSD and YCOE shall each have the right to terminate this MOU upon ten (10) days written notice to the other party.

5. FISCAL PROVISIONS PER YEAR

YCOE MATCH	\$68,700.00
YCHHSD Maximum Obligation	<u>\$65,945.00</u>
Total Program Cost	\$134,645.00

The maximum annual obligation of YCHHSD under this MOU shall be Sixty-Five Thousand Nine Hundred Forty-Five Dollars (\$65,945.00) or the actual federal share of allowable costs, whichever is less. In no event shall total obligation of YCHHSD exceed One Hundred Ninety-Seven Thousand Eight Hundred Thirty-Five Dollars (\$197,835.00) for the term of this MOU without an amendment to this MOU mutually agreed to by both parties in writing.

YCHHSD 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, YCHHSD will reimburse the fund to YCOE via a journal. At the conclusion of each quarter, YCHHSD will provide the calculated federal discount rate based on the number of foster care children not eligible for Title IV-E reimbursement to YCOE to be used on the quarterly invoice.

YCOE is responsible for the MATCH amount, which will vary based on the total program cost, representing the non-federal share of cost calculated at the federal discount rate. YCOE shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other federal program. The MATCH shall be documented on a quarterly invoice and must be expended to claim Title IV-E reimbursement (Attachment A – Quarterly Budget and Attachment B – Quarterly Invoice).

All invoices must be submitted to YCHHSD no later than tenth (10th) day after the end of the quarter or after termination of this MOU.

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

YCOE 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.

YCOE and YCHHSD agree that this MOU may, at the sole discretion of YCHHSD, be determined null, void, and unenforceable if all or part of the federal or state funds secured by YCHHSD for the purposes of this MOU are not made available to YCHHSD.

6. NOTICES

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

If to "COUNTY":

Jennifer Vasquez, Director
Yuba County Health and Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

If to "CONTRACTOR"

Bobbi Abold, Deputy
Superintendent
Yuba County Office of Education
935 14th Street
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on _____, 2023.

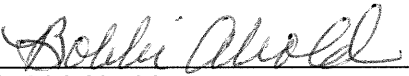
"COUNTY"

COUNTY OF YUBA

Andy Vasquez, Jr., Chair
Yuba County Board of Supervisor

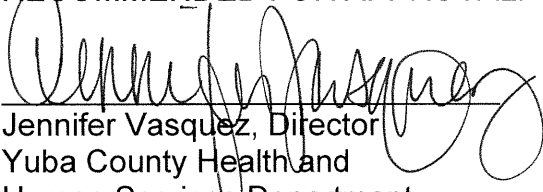
"CONTRACTOR"

YUBA COUNTY
OFFICE OF EDUCATION



Bobbi Abold
Deputy Superintendent of Schools

RECOMMENDED FOR APPROVAL:



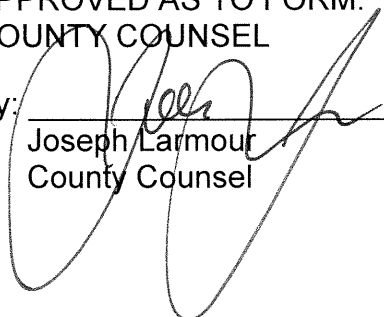
Jennifer Vasquez, Director
Yuba County Health and
Human Services Department

INSURANCE PROVISIONS APPROVED:



Tiffany Manuel, Interim Human
Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 

Joseph Larmour
County Counsel

