



# RESOLUTION No. 22-370

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING RENEWAL OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE HEALTH AND HUMAN SERVICES AGENCY - DEPARTMENT OF SOCIAL SERVICES (DSS) AND THE NEVADA COUNTY SUPERINTENDENT OF SCHOOLS FOR REIMBURSEMENT OF TITLE IV-E FUNDS TO COORDINATE EDUCATIONAL SUPPORT SERVICES FOR NEVADA COUNTY FOSTER YOUTH IN THE MAXIMUM AMOUNT OF \$132,447 FOR FISCAL YEAR 2022/23

WHEREAS the Nevada County Superintendent of Schools (NCSOS) operates the Foster Youth Coordinating Program (FYSCP) and is responsible for providing foster youth with educational services in accordance Education Code Section 42920-25; and

WHEREAS, the passage of Assembly Bill 854, in October of 2015, further clarified the requirements of operating an FYSCP including a requirement to enter into MOUs with their Child Welfare Departments for the purpose of drawing down Title IV-E funds for eligible case management activities to support FYSCP; and

WHEREAS, the Department of Social Services (DSS) and FYSPC have a similar mission, a collaboration was established for serving foster youth in Nevada County. The intention is that all Nevada County foster youth shall receive support for educational opportunities; and

WHEREAS, DSS shall provide reimbursement of Title IV-E funds for the FYSCP up to the amount of \$132,447; and

WHEREAS, DSS and the Nevada County Superintendent of Schools desire to enter into a Memorandum of Understanding (MOU) whereby DSS shall provide Title IV-E reimbursement to enhance educational support services and information sharing for Nevada County foster youth through the FYSCP.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the MOU by and between the Health and Human Services Agency Department of Social Services and the NCSOS pertaining to the provision of educational support services for foster youth for the term of July 1, 2022 through June 30, 2023, in the maximum amount of \$132,447 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors authorizes the Director of the Nevada County Social Services Department to execute the MOU on behalf of the County of Nevada.

Funds from Department of Social Services to be disbursed from account: 1589-50104-494-3101/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of July, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

7/12/2022 cc: DSS\*  
AC\*

Nevada County, California  
Title IV-E Foster Care Administrative Activities  
**MEMORANDUM OF UNDERSTANDING (MOU)**  
Pertaining to Foster Youth Coordinating Program

**I. DECLARATION**

This MOU is entered into by and between the **COUNTY OF NEVADA, through its Department of Social Services (DSS)** and the **NEVADA COUNTY SUPERINTENDENT OF SCHOOL (NCSOS)** 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**

**NCSOS** operates FOSTER YOUTH SERVICES COORDINATING PROGRAM (FYSCP) and is responsible for providing services in accordance with Education Code Section 42920-25. Under this direction **NCSOS** serves pupils in foster care in **NEVADA** County.

In addition, effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) requires the adherence to key provisions supporting the educational opportunities with 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 **DSS** a natural collaboration was established for serving the foster youth in **NEVADA** County. This MOU is intended to ensure that all of NEVADA County foster youth receive support for educational opportunities, in accord with Welfare and Institutions Code (W&IC) 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 and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

**III. ROLES AND RESPONSIBILITIES**

**NCSOS** agrees to:

For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code Section 42238.01. NCSOS shall provide the following types of educational support, as described in Education Code Section 42921 to pupils in foster care:

1. Work with **DSS** to ensure no duplication of activities to serve foster youth.
2. Work with **DSS** to minimize changes in school placement.
3. Support local educational agencies in implementation of Section 48853.5 and all related statutes pertaining to pupils in foster care.

4. Coordinate and ensure local educational agencies, within its jurisdiction, are providing services to foster youth and minimum standards of the law are met.
5. Participate in and provide coordination, review, and development of FYSCP recommendations to the Executive Advisory Council for FYSCP.
6. Collaborate with local educational agencies, county child welfare agencies, and the county probation department to support capacity building within county agencies, school districts, and community organizations to determine appropriate educational placement and better support educational success of pupils in foster care.
7. Support Local Educational Agencies (LEA) in the coordination and provide technical assistance in the development of their LCAP; support development and implementation of policies and procedures to ensure educational placement for a foster youth pupil is not delayed.
8. Support and provide technical assistance for evaluating current policies and procedures of local welfare agencies and county probation departments.
9. Develop and implement a foster youth services coordinating plan for establishing guiding principles and protocols.
10. Support LEAs in maintaining levels of service that do not fall below previous 2014-2015 standards.
11. Coordinate and facilitate foster youth transition services with local postsecondary educational institutions.
12. Provide education-related information to **DSS** 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 ("WI&C") Section 16010.
13. Respond to requests from the juvenile court for information and work with the court to ensure the delivery or coordination of necessary educational services.
14. Work to obtain and identify, and link children to, mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children.
15. Facilitate communication between the Foster Care provider, the teacher, and any other school staff or education service providers for the child.
16. Share information with the Foster Care provider regarding available training programs that address education issues for children in foster care.
17. Refer caregivers of foster youth who have special education needs to special education programs and services.
18. Refer foster youth to general educational support and services.
19. Refer 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. Transitioning services
  - d. Emancipation services
20. Participate in and support 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.
  21. Establish a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport.
  22. Provide regular updates on the status, grades, and performance of **NEVADA** County foster youth, including but not limited to 504 agreements, Individual Education Plan's and evaluations.
  23. Track data and report on outcomes within the time schedule established in joint agreement with **DSS**.

**DSS** agrees to:

1. Work in partnership with **NCSOS** 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 **NCSOS** 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 **NCSOS** to address youth needs while partnering to establish target youth populations and prioritize needs based on funding.
5. Provide a venue to leverage California Department of Education FYS funding to allow the claiming of Title IV-E allowable administrative costs.
6. Work with **NCSOS** to enhance educational involvement in the Independent Living Plan process.

#### **IV. GENERAL PROVISIONS**

##### **A. INDEMNIFICATION**

To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way

incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

## **B. INSURANCE**

It is agreed that NCSOS and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than Two Million Dollars (\$2,000,000) to cover all of its operations. Specifically, but not limited to not less than Two Million Dollars (\$2,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation, and One Million Dollars (\$1,000,000) Professional Liability (E&O).

## **C. CONFIDENTIALITY AND RECORDS**

**Confidentiality:** Both Parties and their officers, employees, agents and subcontractors shall comply with W&IC 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 W&IC 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 **NCSOS** from access to any such records, and from contact with its clients and complainants, shall be used by **NCSOS** 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:** **NCSOS** 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:** **NCSOS** 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, 2022 for one year and shall be reviewed prior to renewal on July 1, 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**

DSS Estimated Title IV reimbursement	\$132,477
Total Program Cost	\$264,894

Category	Program Budget
Program Coordinator-.95 FTE	\$ 70,436
Program Specialists- 1.60 FTE	\$ 81,844
Case Manager-.10 FTE	\$ 5,829
Benefits	\$ 79,664
General Supplies & Equipment	\$ 5,000
Trainings & Mileage	\$ 2,500
Indirect Cost @ 8%	\$ 19,621
Total Costs	\$ 264,894

The maximum reimbursement under this agreement shall be \$132,447 or the actual federal share of allowable costs, whichever is less. **DSS** shall submit a quarterly claim to CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) for reimbursement from Title IV-E. **DSS** shall provide to **NCSOS** 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.

**NCSOS** is responsible for the MATCH amount, which is estimated at **50%** of the total program cost, representing the non-federal share of cost calculated at the federal discount rate. **NCSOS** 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 in order to claim Title IV-E reimbursement. (Exhibit A)

All invoices must be submitted to **DSS** no later than 15 days after the end of the quarter or after termination of this MOU. Reimbursement to **NCSOS** shall be made upon **DSS**' receipt of funds.

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

**NCSOS** 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:

Scott Lay  
Superintendent of Schools  
Nevada County Superintendent of Schools  
380 Crown Point Circle  
Grass Valley, CA. 95945

Rachel Peña, LCSW  
Director  
Nevada County Department of Social Services  
988 McCourtney Rd.  
Grass Valley, CA 95949

**VI. EXECUTION**

The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

BY

Scott W. Lay  
Scott W. Lay (Jul 26, 2022 10:43 PDT)

Scott Lay  
Superintendent of Schools  
Nevada County Superintendent of Schools

07/26/2022  
Date

Rachel Peña, LCSW  
Rachel Peña, LCSW (Jul 26, 2022 12:08 PDT)

Rachel Peña  
Director of Social Services  
County of Nevada

07/26/2022  
Date