

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

MEMORANDUM OF UNDERSTANDING

Between

MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY-
FAMILY AND CHILDREN'S SERVICES

And

MENDOCINO COUNTY OFFICE OF EDUCATION

July 1, 2020 – June 30, 2022

MEMORANDUM OF UNDERSTANDING ("MOU")

I. DECLARATION

This MOU is entered into by and between the **MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY- FAMILY AND CHILDREN'S SERVICES ("FCS")** and the **MENDOCINO 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 the Parties.

II. BACKGROUND

MCOE operates a 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 Mendocino 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 FCS a natural collaboration was established for serving the foster youth in Mendocino County and this MOU is intended to ensure all of the Mendocino County foster youth receive support for educational opportunities, in accordance 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 change in federal and state laws to ensure compliance.

III. ROLES AND RESPONSIBILITIES

MCOE agrees 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. MCOE shall:

- 1) Work with Mendocino County FCS to ensure no duplication of activities between the two agencies to serve foster youth;
- 2) Work with Mendocino County FCS 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 ensure the pupil in foster care is quickly enrolled in classes;
- 4) Provide education-related information to Mendocino County FCS 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;
- 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, identify, and refer foster children to mentoring, tutoring, vocational training, and other services designed to enhance educational prospects;
- 7) Facilitate communication between the educational rights holder, foster care provider, teacher, and any other school staff or education service provider for the child;
- 8) Share information with the foster care provider regarding available training programs that address education issues for children in foster care;
- 9) Refer caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;
- 10) 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
- 11) 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;
- 12) Establish collaborative relationships and local advisory groups;
- 13) Establish a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;

- 14) Provide regular updates on the status, grades, and performance of Mendocino County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- 15) Track data and report on outcomes within the time schedule established in joint agreement with Mendocino County FCS.

MENDOCINO COUNTY FCS agrees to:

- 1) Work in partnership with MCOE 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 MCOE 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 MCOE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- 5) Provide a venue to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs;
- 6) Work with MCOE to enhance educational involvement in the Independent Living Plan process; and
- 7) Provide one work space including desk, telephone, computer with access to the Child Welfare Services/Case Management System (CWS/CMS), and general office supplies for MCOE staff to complete the tasks identified in this MOU. The work space will be co-located with the FCS Placement Unit at the Willits Integrated Services Center.

IV. GENERAL PROVISIONS

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.

2) INSURANCE PROVISIONS

With respect to the performance of work under this MOU, MCOE shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million dollars) aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

Worker's Compensation Insurance: If MCOE employs others in the performance of this MOU, MCOE shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

Each such comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:

- a. MCOE, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to MCOE with respect to any insurance or self-insurance programs maintained by MCOE and no insurance held or owned by MCOE shall be called upon to contribute to a loss.

Cancellation of Insurance: Each liability policy shall provide that County/FCS shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. MCOE shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

3) 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 the records from 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 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 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 MOU or as otherwise permitted by law. Mendocino County FCS, through the Deputy Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by the Mendocino County FCS 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 Mendocino County FCS rules and regulations and shall furnish such reports and records to Mendocino County FCS 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 ensure 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 (5) year period until any pending litigation, claim, negotiation, audit exception or other action involving this MOU is resolved.

4) TERM

This MOU shall take effect on July 1, 2020 and will be reviewed for renewal prior to the expiration of Fiscal Year 2021-2022, June 30, 2022. 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.

5) FISCAL

Anticipated full fiscal year budget:

MCOE Match	\$33,000
FCS Obligation	\$33,000
Total Program Cost	\$66,000 per fiscal year

The maximum obligation of MENDOCINO COUNTY FCS under this MOU shall be \$33,000 (Thirty-three thousand dollars) or the actual federal share of allowable costs, whichever is less per fiscal year for a total of \$66,000 (Sixty-six thousand dollars) for

both fiscal years. There is no carry over authority for funds from fiscal year to fiscal year. Mendocino County FCS 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, Mendocino County FCS 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 50% percent of the total program cost, representing the non-federal share of cost. MCOE 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 (Attachment A and B).

All invoices must be submitted to Mendocino County FCS no later than twenty-five (25) days after the end of the quarter or after termination of this MOU.

MCOE shall be financially responsible for audit exceptions 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.

6) NOTICE

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

Jena Conner
Deputy Director
Mendocino County HHSA/ Family & Children's Services
P.O. Box 839
Ukiah, CA 95482

Michelle Hutchins
Superintendent
Mendocino County Office of Education
2240 Old River Rd.
Ukiah, CA 95482

In witness whereof, the Parties hereto have executed this MOU as of the day and year first herein above written.

Title IV-E Administrative Funding	Contract Claim / Verification of Match Reported	INSERT MONTH YEAR

QUARTERLY BUDGET
& INVOICE

Category	Budget			INVOICE AMOUNT				
	Program Budget	Contract Budget	Match	Total Program Costs	Quarterly Contract Costs	Match	YTD Contract	YTD Match
TITLE IV-E FOSTER YOUTH SERVICES								
TOTAL PROGRAM COST								

Verification of sufficient match reported/claimed on the monthly invoice:

INSERT MONTH YEAR-INSERT

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, HHSA Assistant Director/
Social Services Director

Date: 9/21/2020

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3118

Org/Object Code: SSCPS

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 08/03/2020

CONTRACTOR/COMPANY NAME

By: Michelle Hutchins
Michelle Hutchins, Superintendent

Date: 9/21/20

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Office of Education
2240 Old River Rd.
Ukiah, CA 95482

707-467-5000; mhutchins@mcoe.us

By signing above, signatory warrants and
represents that he/she executed this
Agreement in his/her authorized capacity and
that by his/her signature on this Agreement,
he/she or the entity upon behalf of which
he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

Date: 08/03/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 08/03/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ EB 21-03

Exempt Pursuant to MCC Section: School entity

Addendum A
Medi-Cal Data Privacy and Security
Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

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- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

Addendum A – Page 3

- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

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- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

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VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Addendum A – Page 6

Signature Page

Michelle Hutchins
Contractor Name (printed)

Michelle Hutchins
Contractor Signature

Superintendent
Contractor Title

Mendocino County Office of Education
Contractor's Agency Name

9/21/20
Date

DSC

Sept 21, 2020