



CDSS

WILL LIGHTBOURNE  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**

744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



EDMUND G. BROWN JR.  
GOVERNOR

REASON FOR THIS TRANSMITTAL

- State Law Change
- Federal Law or Regulation Change
- Court Order
- Clarification Requested by One or More Counties
- Initiated by CDSS

November 29, 2016

ALL COUNTY LETTER NO. 16-91

TO: ALL COUNTY CHILD WELFARE DIRECTORS  
ALL COUNTY CHIEF PROBATION OFFICERS  
ALL TITLE IV-E AGREEMENT TRIBES  
ALL COUNTY CHILD WELFARE SYSTEM PROGRAM MANAGERS

SUBJECT: UTILIZING TITLE IV-E FUNDING TO SUPPORT COUNTY FOSTER YOUTH SERVICES COORDINATING PROGRAMS

REFERENCE: [20 UNITED STATES CODE SECTION 1400](#); 45 CODE OF FEDERAL REGULATIONS (CFR) [1356.60](#); PUBLIC LAW [112-278](#), [110-351](#) AND [114-95](#); ASSEMBLY BILL (AB) [643](#) (CHAPTER 80, STATUTES OF 2013) AND AB [854](#) (CHAPTER 781, STATUTES OF 2015); EDUCATION CODE (EDC) SECTIONS [49085](#), [42238.01](#), [42920](#), [42921](#), [42925](#), WELFARE AND INSTITUTION CODE (WIC) SECTIONS [300](#), [319](#), [361](#), [450](#), [602](#), [727](#), [727.4](#), [10553.1](#), [11403](#), [16010](#); [EDUCATIONAL RECORDS OF YOUTH IN FOSTER CARE](#); ALL COUNTY LETTER (ACL) NO. [04-32](#); ALL COUNTY INFORMATION NOTICE (ACIN) NO. [1-77-16](#).

The purpose of this ACL is to provide information to county Child Welfare Departments (CWDs) regarding the opportunity to partner with County Offices of Education (COEs) to draw down federal Title IV-E funding to increase educational case management services for foster youth. The California Department of Social Services (CDSS) has developed a sample Memorandum of Understanding (MOU), which is provided as an attachment to this ACL, as well as guidance to assist CWDs with this process. When drafting an MOU, CWDs are encouraged to consult with County Probation Departments to ensure that all eligible youth, including probation-supervised youth in foster care placements, are covered under and served through the agreement.

This letter also provides information about AB 854 which became effective on January 1, 2016. The AB 854 requires any COE with a Foster Youth Services Coordinating Program to enter into an MOU with their CWD to leverage funds received, where appropriate, to draw down Title IV-E dollars. The COEs that choose not to enter into an

MOU with their CWD must explain in writing, annually, why an MOU is not practical or feasible.

### **Background**

Research has consistently shown that California's foster youth experience low educational outcomes. A recent report analyzing state-level child welfare and education data found that:

- Students in foster care constitute an at-risk subgroup distinct from students of low socio-economic status;
- Students in foster care are more likely than other students to change schools during the academic year;
- Students in foster care are more likely than the general population to be enrolled in the lowest-performing schools;
- Students in foster care have the lowest participation rate in California's statewide testing program;
- Statewide testing shows an achievement gap for students in foster care; and
- High school students in foster care have the highest dropout rate and lowest graduation rate.<sup>1</sup>

Due to these lower rates of educational success and support, foster youth often experience poor outcomes later in life, including higher unemployment, homelessness, and incarceration rates than their peers.

### **Recent Federal and State Efforts to Improve Educational Outcomes**

Over the last several years, both the state and federal governments have taken significant steps to improve the educational outcomes of foster youth, and promoting collaboration between child welfare and education agencies.

At the federal level, in 2008 the Fostering Connections to Success and Increasing Adoptions Act (Public Law [110-351](#)) was enacted. The law amended the Social Security Act to add a case plan requirement ensuring educational stability for children in foster care. Additionally, the 2013 passage of the Uninterrupted Scholars Act (Public Law [112-278](#)) amended the Family Educational Rights and Privacy Act, making

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<sup>1</sup> Barrat, V.X., & Berliner, B. (2013). *The Invisible Achievement Gap, Part I: Education Outcomes of Students in Foster Care in California's Public Schools*. San Francisco: WestEd.

it easier for child welfare agencies to obtain educational records of children in foster care, and monitor and support educational progress of children. In May 2014, the United States Department of Education and Department of Health and Human Services issued a joint letter reiterating the need for state education agencies and state child welfare agencies to collaborate in an effort to improve the educational outcomes of students in foster care.<sup>2</sup> Most recently, in December 2015 the Every Student Succeeds Act (ESSA) (Public Law [114-95](#)) was enacted and, in part, builds upon the 2008 Fostering Connections to Success and Increasing Adoptions Act by containing key protections for students in foster care in order to promote school stability and success. The ESSA requires state education agencies to collaborate with state child welfare agencies and envisions dual-agency responsibility for supporting the educational success for students in foster care.

At the state level, California has implemented numerous pieces of legislation to support the success of students in foster care. In 2013, California passed the Local Control Funding Formula, a new education funding system that adds foster youth to the state's education accountability framework and requires LEAs to develop plans detailing how they will work to improve the educational outcomes of students in foster care. California also amended EDC section [49085](#), which requires data to be provided by CDSS to CDE, and by CDE and LEAs.

In February 2014, CDSS Director Will Lightbourne and California State Superintendent of Public Instruction Tom Torlakson issued a [joint letter](#) to county and district superintendents encouraging collaborative development of practices and policies for sharing foster youth educational information with child welfare agency staff. For further information about data sharing between LEAs and CWDs, please refer to All County Information Notice No. [1-77-16](#).

### **Foster Youth Services Coordinating Program**

Since 1981, the California Department of Education (CDE) has administered a statewide grant program, the Foster Youth Services Program, now referred to as the Foster Youth Services Coordinating Program (FYSCP), which provides categorical funding to COEs to improve interagency support for students in foster care, consistent with Education Code (EDC) section [42920](#).

The FYSCP is responsible for ensuring that Local Educational Agencies (LEAs) within its jurisdiction are providing supportive educational services to foster youth with the

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<sup>2</sup> The joint letter is available at: [www2.ed.gov/policy/gen/guid/fpco/ferpa/uninterrupted-scholars-act-guidance.pdf](http://www2.ed.gov/policy/gen/guid/fpco/ferpa/uninterrupted-scholars-act-guidance.pdf)

purpose of ensuring positive educational outcomes. Foster youth with the greatest need should be the first to receive services, particularly foster youth residing in out-of-home placements. Support includes, but is not limited to, assisting with the transfer of health and school records, emancipation training for independent living, and other related activities. The program has provided support to thousands of foster youth statewide.

### **Passage of AB 854 and How It Affected FYSCP:**

In 2015, AB 854 made several changes to FYSCP. Some of these changes include:

- The FYSCP now serves a larger portion of foster youth;
- The CWDs and COEs must now enter into MOUs for the purpose of drawing down federal dollars for eligible case management activities to support FYSCP; and
- The COEs and CWDs must develop policies and procedures for information sharing about students who are in foster care.

Prior to implementation of AB 854, only foster youth placed in licensed foster or group homes were served by FYSCPs. Now foster youth placed in relative care, Non-Related Extended Family Member (NREFM) placements, tribally approved homes, dependent youth who are still living at home on a family maintenance plan, and youth who are placed in foster homes are also served by FYSCP.

For the purposes of the FYSCP, a foster youth is defined as<sup>3</sup>:

- (1) A child who is the subject of a petition filed pursuant to section [300](#) of the WIC, whether or not the child has been removed from his or her home by the juvenile court pursuant to WIC section [319](#) or [361](#).
- (2) A child who is the subject of a petition filed pursuant to WIC section [602](#), has been removed from his or her home by the juvenile court pursuant to WIC section [727](#), and is in foster care as defined by subdivision (d) of section [727.4](#) of WIC.
- (3) A non-minor under the transition jurisdiction of the juvenile court, as described in WIC section [450](#), who satisfies all of the following criteria:
  - (A) He or she has attained 18-years-of-age while under an order of foster care placement by the juvenile court, and is under age 21.

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<sup>3</sup> The FYSCP uses Education Code Section [42238.01](#), paragraph b, to define "foster youth."

(B) He or she is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to WIC section [10553.1](#).

(C) He or she is participating in a transitional independent living case plan, as described in WIC section [11403](#).

As a result of AB 854, COEs with an FYSCP are required to enter into MOUs with their CWDs for the purpose of drawing down Title IV-E funds for eligible case management activities to support FYSCP. This is explained in further detail on page five of this letter.

Additionally, AB 854 requires COEs to create policies and procedures for sharing all relevant foster youth educational information with CWDs as described in EDC section [42921](#)(e)(4). It is important that CWDs and COEs cooperate in sharing educational information about foster youth with one another.

For further information about the above changes to the FYSCP and to read AB 854 in its entirety, please use this link to [AB 854](#).

### **Title IV-E Funding to Provide Educational Support for Foster Youth**

Title IV-E funding provides an important opportunity for California to further expand the educational support it provides to foster youth. Title IV-E of the Social Security Act, enacted as part of the Adoption Assistance and Child Welfare Act of 1980, provides federal funds in support of certain child welfare activities. County agencies receive these federal funds by submitting claims for allowable expenses to CDSS. The CDSS then “passes through” the funds onto the county. One category of allowable activities is administration expenditures, defined in [45 CFR 1356.60\(c\)](#) as those activities necessary for the proper and efficient administration of a state’s Title IV-E plan. This includes, among other things, referral to services, case plan development, case reviews, case management and supervision.

Child welfare agency administration activities completed on behalf of foster youth that meet the eligibility requirements qualify for a federal match to support the cost of those activities. While many activities performed by the FYSCP are eligible for Title IV-E funds, it is important to understand that not *all* activities are eligible for federal Title IV-E funds. Providing foster youth with direct services, such as delivering, facilitating or arranging of services, is not considered administrative in nature, and therefore is not a claimable expense to Title IV-E. For additional guidance on reimbursable and non-reimbursable Title IV-E administrative activities, please see ACL No. [04-32](#). If county agencies have questions about whether activities their FYSCP is performing are considered administrative, they can submit their questions to [fiscal.system@dss.ca.gov](mailto:fiscal.system@dss.ca.gov).

The passage of AB 854 now requires COEs with an FYSCP to enter into an MOU with their respective CWDs for the purpose of drawing down Title IV-E funds for eligible case management activities, or they must explain in writing why an MOU is not practical or feasible. Please review [EDC section 42925\(a\)](#) for further information. Several California COEs have successfully entered into MOUs with their CWDs and sought additional Title IV-E funding to provide increased educational case management services, based on a 50 percent federal match, subject to the discount rate described below, of FYSCP grant dollars. These federal funds have been used to enhance the administrative activities performed by FYSCP, and increase the support available to foster youth. These counties' efforts have paved the way for the leveraging of Title IV-E funds based on FYSCP grant funds to become a statewide practice.

### **Sample Memorandum of Understanding**

The CDSS has developed a sample MOU to assist counties in accessing Title IV-E funding for eligible activities. The sample MOU document, "Foster Youth Services Coordinating Program: Title IV-E Foster Care Administrative Activities," is provided as an attachment to this ACL. Please note that the content of the attached MOU is provided strictly as sample language and should be altered and edited to fit the needs of each individual county's MOU while remaining consistent with state and federal requirements. County child welfare offices and county offices of education should consult with their respective counsel when drafting and executing any agreement.

**Sections I and II** of the sample MOU describe the parties of the MOU and the purpose and background.

**Section III ("Roles and Responsibilities")** of the sample MOU enumerates the type of educational case management activities, as described in EDC section [42921](#), that the COE agrees to provide under the MOU. These include:

- Working with the CWD to minimize changes in school placement;
- Assisting with the prompt transfer of educational records, including the health and education passport, between educational institutions when placement changes are necessary;
- Providing education-related information to the CWD 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 section [16010](#);
- Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;

- Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- Facilitating communication between the education rights holder, the foster care provider, teacher, and any other school staff or education service providers for the child;
- Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- Referring caregivers of foster youth who have special education needs to special education programs and services;
- Facilitation of timely Individualized Education Programs, in accordance with the Individuals with Disabilities Education Act ([20 United States Code section 1400 et seq.](#)), and of all special education services;
- Establishing collaborative relationships and local advisory groups;
- Establishing a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;
- Providing regular updates on the status, grades, and performance of the county's foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- Tracking data and reporting on outcomes within the time schedule established in the joint agreement with the CWD.

**Moreover, the MOU should explain what the CWD agrees to, such as:**

- Working in partnership with the COE to achieve identified goals and outcomes;
- Assigning a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
- Working with the COE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to the MOU;
- Facilitating and participating in joint problem solving with the COE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- Providing a venue to leverage CDE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs; and

- Working with the CDE to enhance educational involvement in the Independent Living Plan process.

In addition to the above mentioned roles and responsibilities, the MOU should ensure that both parties agree to coordinate activities for foster youth so that there is no duplication of activities performed by the CWD or COE.

**Section IV(E)** of the sample MOU (“Fiscal”) describes the potential fiscal arrangement between the CWD and COE. The parties must indicate the total cost of the proposed program, including the dollar amount of COE funds being used for the match, and the CWD’s obligation (the amount of Title IV-E funds to be drawn down).

This section of the sample MOU also describes the process for claiming reimbursement of Title IV-E eligible expenses. It explains that the CWD will submit a quarterly reimbursement claim to CDSS. The COE will need to submit cost information quarterly via an invoice to the CWD in a manner that will be described in more detail in a forthcoming County Fiscal Letter. The total costs submitted will need to have the non-federal discount rate applied, which is provided by the CWD, to account for the non-federally eligible cases that are served by COE. The non-federal costs must be removed from the total before the CWD submits the costs to the CDSS for reimbursement via the County Expense Claim process. Once reimbursement is received, the CWD will pass through the federal funds to COE. As part of the claiming process, the COE will be required to certify the expenditure of its share of the matching funds, on the quarterly invoice (provided as an exhibit to the sample MOU).

The MOU sample also contains a section for general provisions regarding indemnification (**section IV-A**), insurance (**section IV-B**), and confidentiality and records (**section IV-C**). The language in the attached MOU is sample language and should be altered and edited to fit the needs of each individual county’s MOU.

The CDSS strongly encourages CWDs to contact COEs in their respective counties to discuss the possibility of partnering and taking advantage of this funding opportunity. A listing of FYSCP Coordinators is available on the CDE website, at <http://www.cde.ca.gov/ls/pf/fy/contacts.asp>.

CWDs wishing to move forward with a partnership should review the attached sample MOU which is intended to provide guidance and aid counties in the development of a county specific MOU. During the development of an MOU, CWDs are encouraged to consult with County Probation Departments to ensure that all eligible youth, including probation-supervised youth in foster care placements, are covered under and served through the agreement.



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Completed and signed MOUs should be submitted for review to the Funding and Eligibility Unit within the CDSS Foster Care Audits and Rates Branch at 744 P St. Sacramento, CA 95814. Submissions must include certification form FC 24 (Certification by County Welfare Department for the Reimbursement of Title IV-E Funds for Pre-Placement Prevention).

Note: Counties that already have MOUs in place for this purpose and are already drawing down additional Title IV-E funds based on Foster Youth Service dollars need not utilize this sample MOU.

If you have any questions concerning this letter, please contact the Placement Services and Support Unit, at (916) 657-1858, or by emailing [FosterCareEducation@dss.ca.gov](mailto:FosterCareEducation@dss.ca.gov).

Sincerely,

***Original Document Signed By:***

GREGORY E. ROSE  
Deputy Director  
Children and Family Services Division

Attachment

**THIS DOCUMENT IS FOR SAMPLE PURPOSES ONLY**

ANY COUNTY CHILD WELFARE AND OFFICE OF EDUCATION SEEKING TO ENTER INTO A SIMILAR MOU IS ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO EXECUTING AN AGREEMENT.

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

**MEMORANDUM OF UNDERSTANDING**

**INSERT MONTH, DATE, YEAR**

**Between**

**INSERT COUNTY NAME(S) COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**And**

**INSERT COUNTY NAME(S) COUNTY  
OFFICE OF EDUCATION or SUPERINTENDENT OF SCHOOLS**

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**MEMORANDUM OF UNDERSTANDING("MOU")**

**I. DECLARATION**

This MOU is entered into by and between the **INSERT COUNTY NAME(S) COUNTY DEPARTMENT OF SOCIAL SERVICES (“\_DSS”)** and the **INSERT COUNTY NAME(S) COUNTY OFFICE(S) OF EDUCATION (“\_COE”)**, 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**

**INSERT \_COE** operates Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction **INSERT \_COE** has contracted to serve pupils in foster care in **INSERT COUNTY NAME** 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 **INSERT \_DSS** a natural collaboration was established for serving the foster youth in **INSERT COUNTY NAME** County and this MOU is intended to ensure all of the **INSERT COUNTY NAME** 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 change in federal and state laws to ensure compliance.

**III. ROLES AND RESPONSIBILITIES**

**INSERT \_COE** agrees to: < INSERT OFFICE OF EDUCATION ROLES AND RESPONSIBILITIES AS AGREED UPON BY THE PARTIES. FOR EXAMPLE: >

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.

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- 1) Working with **INSERT \_DSS** to ensure no duplication of activities to serve foster youth;
- 2) Working with **INSERT \_DSS** to minimize changes in school placement;
- 3) 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;
- 4) Providing education-related information to **INSERT \_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 Code (WIC) section 16010;
- 5) Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
- 6) Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- 7) Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
- 8) Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- 9) Referring caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;
- 10) 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. Transitioning services
  - d. Emancipation services.
- 11) 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;
- 12) Establishing collaborative relationships and local advisory groups;
- 13) Establishing a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;

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- 14) Providing regular updates on the status, grades, and performance of **INSERT COUNTY NAME** County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- 15) Tracking data and reporting on outcomes within the time schedule established in joint agreement with **INSERT \_DSS**.

**INSERT \_DSS** agrees to: < INSERT CHILD WELFARE ROLES AND RESPONSIBILITIES AS AGREED UPON BY THE PARTIES. FOR EXAMPLE: >

- 1) Work in partnership with **INSERT \_COE** 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 **INSERT \_COE** 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 **INSERT \_COE** 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; and
- 6) Work with **INSERT \_COE** to enhance educational involvement in the Independent Living Plan process.

**IV. GENERAL PROVISIONS**

**A. INDEMNIFICATION**

< INSERT INDEMNIFICATION PROVISIONS, IF ANY, AS AGREED UPON BY THE PARTIES >

**B. INSURANCE PROVISIONS**

< INSERT INSURANCE PROVISIONS, IF ANY, AS AGREED UPON BY THE PARTIES HERE >

**C. 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

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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 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 **INSERT \_COE** from access to any such records, and from contact with its clients and complainants, shall be used by **INSERT \_COE** only in connection with its conduct of the program under this contract or as otherwise permitted by law. **INSERT \_DSS**, 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 **INSERT \_DSS** shall remain confidential and may be disclosed only as permitted by law. < **INSERT ADDITIONAL CONFIDENTIALITY PROVISIONS, AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAWS AND AGREED UPON BY THE PARTIES** >

**Maintenance and Availability of Records:**

**INSERT \_COE** shall prepare and maintain all reports and records that may be required by federal, state or **INSERT \_DSS** rules and regulations and shall furnish such reports and records to **INSERT \_DSS** and to the state and federal governments, upon request. < **INSERT TERM REGARDING THE MAINTENANCE AND AVAILABILITY OF RECORDS HERE**>

**Retention of Records:** **INSERT \_COE** 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. < **INSERT ADDITIONAL RECORD RETENTION PROVISIONS, AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAWS AND AGREED UPON BY THE PARTIES** >

**D. TERM**

This MOU shall take effect on **INSERT MONTH, DATE, YEAR** for < **INSERT LENGTH OF TERM PROVISIONS AGREED UPON BY THE PARTIES** > and will be reviewed for renewal in **INSERT MONTH YEAR**. Either Party may terminate this MOU by giving <**INSERT LENGTH OF TERM PROVISIONS AGREED UPON BY THE PARTIES**> 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.

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**E. FISCAL**

<b>INSERT COE Match</b>	<b>\$ INSERT DOLLAR AMOUNT</b>
<b>INSERT _DSS Obligation</b>	<b>\$ INSERT DOLLAR AMOUNT</b>
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<b>Total Program Cost</b>	<b>\$ INSERT DOLLAR AMOUNT</b>

The maximum obligation of **INSERT \_DSS** under this agreement shall be **\$INSERT DOLLAR AMOUNT FROM ABOVE** or the actual federal share of allowable costs, whichever is less. **INSERT \_DSS** 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, **INSERT \_DSS** will provide to **INSERT \_COE** 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.

**INSERT \_COE** is responsible for the MATCH amount, which is estimated at **INSERT PERCENTAGE** percent of the total program cost, representing the non-federal share of cost calculated at the federal discount rate. **INSERT \_COE** 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 & B).

All invoices must be submitted to **INSERT \_DSS** no later than <AGREED UPON NUMBER OF > days after the end of the quarter or after termination of this MOU.

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

**INSERT \_COE** 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.

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**V. NOTICE**

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

**INSERT NAME**

Director  
Department of Social Services

**INSERT COUNTY NAME**

**INSERT STREET ADDRESS**

**INSERT CITY, CA ZIP CODE**

**INSERT NAME**

Associate Superintendent  
Office of Education

**INSERT COUNTY NAME**

**INSERT STREET ADDRESS**

**INSERT CITY, CA ZIP CODE**

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

BY

**SIGN HERE**

**INSERT NAME**

Director  
Department of Social Services

**INSERT DATE**

**SIGN HERE**

**INSERT NAME**

Associate Superintendent  
Office of Education

**INSERT DATE**

APPROVED AS TO FORM:

**SIGN HERE**

Deputy County Counsel

**INSERT DATE**

Date

APPROVED AS TO FISCAL TERMS:  
(if applicable)

**SIGN HERE**

Auditor-Controller

**INSERT DATE**

Date



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

QUARTERLY BUDGET & INVOICE

FOR THE QUARTER OF: \_\_\_\_\_

Category	Budget		
	Program Budget	Contract Budget	Match
TITLE IV-E FOSTER YOUTH SERVICES			
TOTAL PROGRAM COST			

INVOICE AMOUNT				
Total Program Costs	Quarterly Contract Costs	Match	YTD Contract	YTD Match

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

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract. In addition I certify that the funds used as the county share meet all requirements for matching federal Title IV-E and are not used as match for any other funding source.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name / Title

\_\_\_\_\_  
 Date

Approved for Payment:

\_\_\_\_\_  
 Authorize County Representative

\_\_\_\_\_  
 Date