

**Educational Support for Dependent Youth
(Title IV-E Foster Care Administrative Activities)**

AGREEMENT OF SERVICES

July 1, 2022 – June 30, 2024

Between

**SAN BENITO COUNTY
HEALTH & HUMAN SERVICES AGENCY (HHSA)**

And

**SAN BENITO COUNTY
OFFICE OF EDUCATION (SBCOE)**

AGREEMENT OF SERVICES

I. DECLARATION

This agreement of services is entered into by and between the SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY (“HHSA”) and SAN BENITO COUNTY OFFICE OF EDUCATION (“SBCOE”), referred to hereafter as the “Parties”, for the purpose of coordinating Educational Support for Dependent Youth (Title IV-E Foster Care Administrative Activities). The purpose of this agreement of services is to identify the roles and responsibilities of each of the Parties.

II. BACKGROUND

SBCOE operates FOSTER YOUTH SERVICES COORDINATING PROGRAM (FYSCP) and is responsible for providing services under Education Code Section 42920-25 and under Senate Bill 933. Under this direction SBCOE has contracted to serve dependent youth residing in San Benito County Licensed Resource Family Approved Homes and/or Foster Family Agency Homes.

In addition, effective in January 2004, HHSA was made aware of Assembly Bill 490 requiring the adherence to key provisions supporting the educational opportunities within the best interest of the children in foster care.

Based on the similar mission of SBCOE FYSCP and HHSA, a natural collaboration was established for serving a portion of the foster youth in San Benito County and this AGREEMENT OF SERVICES is intended to ensure all of the San Benito County foster youth receive support for educational opportunities, in accord with Welfare and Institutions Code Section 10601 and Education Code Section 49069.5.

The purpose of this AGREEMENT OF SERVICES 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 AGREEMENT OF SERVICES conforms to applicable federal and state laws.

III. SCOPE OF SERVICES

SBCOE agrees to:

Provide services described in Education Code Section 42921 under the following framework, to children living in licensed Resource Family Approved Homes and/or Foster Family Agency Homes or with approved relatives or near kin.

Appoint and direct a Foster Youth Educational Services Coordinator, whose case management duties shall include, but shall not be limited to, all of the following:

- 1.) Working with HHSA to minimize changes in school placement;
- 2.) Facilitating the prompt transfer of educational records, including the health and education passport, between educational institutions when placement changes are necessary;
- 3.) Providing education-related information to HHSA to assist it to deliver 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 Section 16010.
- 4.) Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
- 5.) Working to obtain and identify, and link children to, mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- 6.) Facilitating communication between the resource family approved provider, the teacher, and any other school staff or education services providers for the child.
- 7.) Sharing information with the foster care provider, the resource family approved provider regarding available training programs that address educational issues for children in foster care;
- 8.) Referring caregivers of foster youth who have special education needs to special education programs and services;
- 9.) Following guiding principles that establish a hierarchy of services, in accordance with the following order:
 - a.) Providing, or for the referral to, tutoring services for foster youth;
 - b.) Providing, or for the referral 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:
 - I.) Mentoring;
 - II.) Counseling;
 - III.) Transitioning services; and
 - IV.) Emancipation services;
 - c.) 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;
 - d.) Establishing collaborative relationships and local advisory groups; and
 - e.) Establishing a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport;
- 10.) Providing regular updates on the status, grades, and performance of San Benito County foster youth, including but not limited to 504 agreements, Individual Education Plan's and evaluations;

- 11.) Tracking data and report on outcomes within the time schedule established in joint agreement with HHSA; and
- 12.) Providing transportation to school of origin, according the terms of the interagency agreement between, HHSA, San Benito County Probation Department, SBCOE's Foster Youth Services Coordinating Program, and participating San Benito County School Districts.

HHSA agrees to:

- 1.) Work in partnership with SBCOE FYSCP 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 SBCOE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this AGREEMENT OF SERVICES;
- 4.) Facilitate and participate in joint problem solving with SBCOE FYSCP to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- 5.) Provide a venue to leverage State FYS funding to allow the claiming of Title IV-E allowable administrative costs; and
- 6.) Work with SBCOE FYSCP to enhance educational involvement in the Independent Living process.

IV. GENERAL PROVISIONS

A. 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, judgements, 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 AGREEMENT OF SERVICES.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting SBCOE's duty to indemnify, SBCOE shall maintain in effect throughout the term of this AGREEMENT OF SERVICES a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability, including but not limited to, premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and
Comprehensive Automobile Liability covering all motor vehicles, including owned leased, non-owned and hired vehicles, used in providing services under this AGREEMENT OF SERVICES, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Worker's Compensation Insurance: If SBCOE employs others in the performance of this AGREEMENT OF SERVICES, SBCOE 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.

General Insurance Requirements: All insurance required by this AGREEMENT OF SERVICES shall be with a company acceptable to HHSA and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this AGREEMENT OF SERVICES, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of **24 months** following the date SBCOE completes its performance of services under this AGREEMENT OF SERVICES.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the County of Monterey ("County"), its officers, agents, and employees as Additional Insured.

Prior to the execution of this AGREEMENT OF SERVICES by HHSA, SBCOE shall file Certificates of Insurance with the HHSA Contract Administrator, showing that the SBCOE has the insurance required by this AGREEMENT OF SERVICES in effect. The SBCOE shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT OF SERVICES, which shall continue in full force and effect.

In the event the SBCOE is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum agreement of services as set forth in this AGREEMENT OF SERVICES, shall be furnished by the SBCOE to the HHSA Contract Administrator prior to the execution of this AGREEMENT OF SERVICES.

Cancellation of Insurance: Each liability policy shall provide that HHSA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. SBCOE 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.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Section 10850, 45 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&I Code 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 SBCOE from access to any such records, and from contact with its clients and complainants, shall be used by SBCOE only in connection with its conduct of the program under this contract. HHSA, 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 HHSA shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: SBCOE shall prepare and maintain all reports and records that may be required by Federal, State or HHSA rules and regulations, and shall furnish such reports and records to HHSA and to the State and Federal governments, upon request.

Retention of Records: SBCOE shall maintain and preserve all records related to this AGREEMENT OF SERVICES (and shall assure the maintenance of such records in the possession of any third party performing work related to this AGREEMENT OF SERVICES) for a period of five (5) years from the date of final payment under this AGREEMENT OF SERVICES 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 AGREEMENT OF SERVICES shall take effect on **July 1, 2022 and terminate June 30, 2024**. Either Party may terminate this AGREEMENT OF SERVICES by giving thirty (30) days' written notice to the other Party. This AGREEMENT OF SERVICES is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

E. FISCAL

Anticipated 2022-2024 Budget.

SBCOE Match	\$345,197.58
HHSA Obligation	\$215,748.48

Total Program Cost \$560,946.06

Future fiscal year costs will be incorporated through written amendment mutually executed by the Parties. The maximum obligation of the HHSA under this agreement is for the period of July 1, 2022, through June 30, 2024, shall be **\$215,748.48 per Attachment A**, or the actual federal share of allowable costs, whichever is less. SBCOE shall submit a quarterly claim to CDSS for reimbursement from Title IV-E. Upon receipt of the reimbursement, HHSA shall pay SBCOE the agreement of services received. HHSA will provide to SBCOE 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.

SBCOE is responsible for the MATCH agreement of services, which is estimated at 62.5% of the total program cost, representing the non-federal share of cost calculated at the federal discount rate. SBCOE shall certify the expenditure of this share of cost, and that these funds were not used as match to any other federal program. The MATCH shall be documented on a quarterly invoice (**Attachment A**) and must be expended in order to claim Title IV-E reimbursement.

All invoices must be submitted to HHSA no later than 25 days after the end of the quarter or after termination of this AGREEMENT OF SERVICES.

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

SBCOE shall provide audit records in compliance with Title 2 in the Code of Federal Regulations (CFR), subtitle A, chapter II, part 230 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 AGREEMENT OF SERVICES.

F. NOTICE

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

Joshua Mercier
Deputy Director
San Benito County Health
and Human Services Agency
1111 San Felipe Road, Suite 205
Hollister, CA 95023

Keith Thorbahn
Assistant Superintendent
San Benito County Office of Education
460 Fifth Street
Hollister, CA 95023

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT OF SERVICES as of the day and year first herein above written.

BY

Bea Gonzales
San Benito County
Board of Supervisor Chairperson

Date

BY

Keith Thorbahn
Keith Thorbahn (Mar 24, 2022 10:19 PDT)

Keith Thorbahn, Asst. Sup. Ed. Services
San Benito County Office of Education

Date

APPROVED AS TO FORM:

Irma Valencia
Irma Valencia
San Benito County, County Counsel

3/28/2022

Date

ATTACHMENT A

San Benito County Office of Education

IV-E Administrative Funding

July 1 – 2022 - June 30, 2024

QUARTERLY BUDGET & INVOICE

FOR THE MONTHS OF: _____

INVOICE NUMBER: _____

Category	BUDGET			INVOICE AGREEMENT OF SERVICE				
	Program Budget	Contract Budget	Match	Total Program Costs	75% Federal Program Costs	Current Contract Agreement	YTD Contract	YTD Match
7/1/2022 – 6/30/2024								
IV-E Expanded Foster Youth Services	\$560,946.06	\$215,748.48	\$345,197.58		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROGRAM COST	\$560,946.06	\$215,748.48	\$345,197.58	0.00	\$0.00	\$0.00	0.00	0.00

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 fund source.

Authorized Signature

Print Name/Title

Date

Approved for Payment:

Authorized County Representative

Date