

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
FOR THE PROVISION OF
EDUCATIONAL SUPPORT FOR FOSTER YOUTH

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency (SSA), hereinafter referred to as “COUNTY,” and Orange County Superintendent of Schools, operating as the Orange County Department of Education, hereinafter referred to as “OCDE.” This MOU establishes the procedures for the provision of educational support for foster youth.

COUNTY and OCDE may be referred to individually as “Party” and collectively as “the Parties.” The relationship between COUNTY and OCDE, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code Sections 361, 726, 10610, and 16000 (c); California Education Code Sections 42920 to 42925, 48853.5, 49069.5, and 49085; and Federal Every Student Succeeds Act.
2. This MOU sets forth the procedures authorized by both the COUNTY’s SSA Director and the OCDE, for their respective employees to follow in providing services.
3. This MOU is a legally binding agreement based on the promises of the Parties.
4. The COUNTY, as the agency responsible for the implementation of the State Plan for Foster Care Maintenance Payments Program and the Adoption Assistance Program established pursuant to Title IV-E of the Social Security Act, is responsible for supervising the reception, care and placement of children in foster care, and for taking all necessary actions to assure maximum utilization of available funds for such purposes;

TABLE OF CONTENTS

1.	TERM	3
2.	PURPOSE	3
3.	PROGRAM GOAL.....	3
4.	DEFINITIONS.....	3
5.	POPULATION TO BE SERVED	5
6.	OCDE RESPONSIBILITIES.....	5
7.	BUDGET	11
8.	STAFF.....	15
9.	COUNTY RESPONSIBILITIES.....	21
10.	FACILITIES:	22
11.	USE OF COUNTY PROPERTY.....	22
12.	NON-DISCRIMINATION	22
13.	EQUIPMENT	26
14.	PAYMENTS	27
15.	SUBCONTRACTS	31
16.	CONFIDENTIALITY.....	31
17.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	32
18.	INDEMNIFICATION.....	33
19.	INSURANCE.....	34
20.	SECURITY	39
21.	NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS	41
22.	RECORDS, INSPECTIONS, AND AUDITS	42
23.	PERSONNEL DISCLOSURE.....	44
24.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	46
25.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	47
26.	NOTICES.....	47
27.	RESOLUTION OF CONFLICTS.....	48
28.	CONFLICT OF INTEREST	48
29.	POLITICAL ACTIVITY	48
30.	TERMINATION.....	48
31.	SIGNATURE IN COUNTERPARTS	50
32.	GENERAL PROVISIONS	50

1. TERM

The term of this MOU shall commence on July 1, 2020, and end on June 30, 2023, unless earlier terminated pursuant to the provisions of Paragraph 30 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality. COUNTY and OCDE may mutually agree in writing to extend the term of this MOU for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 14.1.1 of this MOU does not increase as a result.

2. PURPOSE

The purpose of this MOU is to establish the duties and specific guidelines for carrying out the provision of educational support for foster youth.

3. PROGRAM GOAL

The program goal is to reduce or eliminate delays in school enrollment, strengthen the resolve and ability of foster youth to complete elementary and secondary education requirements, to obtain a high school diploma, and to develop educational or vocational goals beyond high school.

4. DEFINITIONS

4.1 At-Promise Youth: AB 413 replaced the term "at-risk" youth with the term "at-promise." The Bill defines, for purposes of Education Code, "at-promise" to have the same meaning as "at risk," which includes students living in precarious situations that increase their chances of failure in academics, drug use, and involvement with gangs or the criminal justice system.

4.2 Child and Family Team (CFT) Meeting: A family-centered, strength-based, collaborative process to develop a plan of care, placement changes, and service needs for the child, youth/young adult, or non-minor dependent in out-of-home care.

- 4.3 Foster Youth: A child, youth, or young adult who is a dependent of the Juvenile Court; probation youth with a placement order; and as otherwise allowed by regulations that govern the Foster Youth Services Coordinating Program.
- 4.4 Foster Youth Services Coordinating Program (FYSCP): A program, established in 1999 and comprised of OCDE staff, that helps support the educational needs of foster youth, addresses the mandates of AB 854, provides liaison services to connect foster youth with the resources they need to achieve their maximum educational and/or vocational potential, and strengthens the coordination of comprehensive services to improve educational outcomes for foster youth.
- 4.5 Health and Education Passport (HEP): A section of the Child Welfare Services Case Management System which collects medical and educational information regarding foster youth to promote continuity of care between caregivers, the education system, the medical community, and the child welfare system.
- 4.6 Status Review Hearing: A dependency hearing usually held every six (6) months on behalf of a foster youth to address the status of the dependency case.
- 4.7 Title IV-E: Section of the Social Security Act (Public Law Number 96-272) that provides funds for specific activities that meet the Federal definition of “administration.” The definition of “administration” includes the following activities, as per 45 CFS 1356.60(c): preparation for and participation in judicial proceedings; development of case plans, case reviews, case management, and supervision; a proportionate share of related agency overhead; and activities closely related to those listed above.
- 4.8 Transitional Planning Conference (TPC): A meeting conducted with transition age foster youth to mobilize a support system to assist with achieving transition to adulthood goals related to: education, employment, housing, health, financial responsibility, civic participation, daily independent living skills, securing essential documents (e.g., driver’s license, Social Security card, birth certificate),

and establishing family/social supports and a permanent connection with at least one (1) stable adult.

5. POPULATION TO BE SERVED

Foster youth attending Orange County Schools and those foster youth under the jurisdiction of the Orange County Juvenile Court residing out of Orange County.

6. OCDE RESPONSIBILITIES

6.1 HOURS OF OPERATION

6.1.1 Provide services during hours that are responsive to the needs of the target population(s) as determined by COUNTY. At a minimum, OCDE shall provide services Monday through Friday, from 8:00 a.m. to 4:30 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, OCDE is encouraged to provide services on holidays, whenever possible.

6.1.2 Maintain a holiday schedule consistent with COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. OCDE holiday schedule differs from COUNTY's holidays schedule wherein OCDE typically observes President Lincoln's Birthday on the Monday in the week of President Lincoln's Birthday, does not observe Columbus Day, and observes Christmas Eve Day and New Year's Eve Day. COUNTY acknowledges OCDE will not provide service on Christmas Eve Day or New Year's Eve Day. OCDE acknowledges its staff co-located at COUNTY facility shall not be in the COUNTY facility on any date in which the COUNTY is observing a holiday established by the Orange County Board of Supervisors. In the event COUNTY observes a holiday on a date not also

observed by OCDE (i.e. President Lincoln's Birthday which COUNTY observes on February 12 or Columbus Day), OCDE staff will use their accrued vacation/personal time or work off-site in a different location when the ADMINISTRATOR's facility is closed. OCDE shall obtain prior written approval from COUNTY for any holiday closure outside of COUNTY's or OCDE holiday schedule. Any unauthorized closure shall be deemed a material breach of this MOU and shall not be reimbursed.

6.2 SERVICES

6.2.1 OCDE shall be responsible for:

- 6.2.1.1 Providing Educational Support for Foster Youth Title IV-E administrative activities.
- 6.2.1.2 Serving as a liaison between school districts, SSA, and collaborative partners such as the Orange County Probation Department, Orange County Health Care Agency, the Orange County Juvenile Court, Regional Center of Orange County, Court Appointed Special Advocates (CASA) of Orange County, caregivers, and foster youth.
- 6.2.1.3 Supporting foster youth at educational meetings to ensure their voice is heard.
- 6.2.1.4 Coordinating the Foster Youth District Liaison's participation in collaborative meetings, such as, but not limited to, CFT meetings, TPCs, etc., where the foster youth is attending school and being available for further follow-up as needed.
- 6.2.1.5 Providing community resources and referrals to foster youth, caregivers, and collaborative partners serving foster youth.
- 6.2.1.6 Working with local school staff to ensure educational services are delivered to foster youth within the California Education

Code timelines.

- 6.2.2 OCDE shall work with local school districts to monitor the progress of foster youth from elementary through high school to ensure foster youth are in compliance with all requirements to graduate on time, and shall keep COUNTY informed of foster youth's educational status to support the foster youth in graduating from high school and preparing for their post-secondary and/or vocational goals.
- 6.2.3 OCDE shall employ Educational Liaisons, as described in Subparagraph 8.1.2, to monitor the progress of foster youth in developing and achieving educational and/or vocational objectives. Each Educational Liaison shall manage a caseload of approximately three hundred to five hundred (300-500) foster youth identified and referred by COUNTY. Case management shall consist of:
 - 6.2.3.1 Partnering with the Foster Youth District Liaison to share an educational summary with the case carrying social worker of the foster youth's educational progress at the Status Review Hearing dates.
 - 6.2.3.2 Assessing educational progress of foster youth towards meeting graduation requirements.
 - 6.2.3.3 Providing information to COUNTY, caregivers, and foster youth on educational and vocational career paths available to the foster youth.
 - 6.2.3.4 Evaluating and monitoring progress and making educational recommendations to COUNTY in order for foster youth to meet the graduation requirements of his/her current school district.
 - 6.2.3.5 Partnering with local schools to ensure timely school enrollment of foster youth, including serving as liaison between

SSA and school districts in facilitating conversations to address school of origin and access to educational supports through local schools.

6.2.3.6 Partnering with local schools to engage caregivers in foster youth's education.

6.2.3.7 Partnering with local schools and colleges to promote foster youth's attendance at their college and career events.

6.2.4 OCDE shall provide, on an annual basis, four (4) training presentations to Foster Youth District Liaisons and school district personnel, and ten (10) training presentations to SSA and Probation Department staff, including program and unit level presentations.

6.2.5 OCDE shall collaborate with other stakeholders to increase school readiness for foster youth ages three (3) to five (5) years old, including:

6.2.5.1 Assisting with enrollment into preschools.

6.2.5.2 Working with school staff to assist coordination of special education services when needed for the foster youth.

6.3 CO-LOCATION OF OCDE STAFF

In regard to all OCDE staff working in SSA facilities pursuant to this MOU, OCDE agrees to:

6.3.1 Provide Department of Justice (DOJ) fingerprinting and criminal background checks for all OCDE co-located staff prior to locating at COUNTY facility.

6.3.2 Maintain detailed personnel files on all OCDE co-located staff in accordance with Paragraph 23 of this MOU.

6.3.3 Provide direct supervision of all OCDE co-located staff.

6.3.4 Designate an OCDE contact to address COUNTY inquiries and/or concerns regarding co-located staff.

6.4 REPORTS

6.4.1 OCDE shall provide information deemed necessary by COUNTY to complete any State and federal required reports related to the services provided under this MOU.

6.4.2 OCDE shall establish procedures and submit reports, as approved by COUNTY, to document foster youth's status and development, to make recommendations for changes in foster youth's educational and/or vocational path, and to provide academic information that can be used to measure foster youth's progress and program outcomes, as well as summarize educational progress to be used to update the HEP. OCDE shall submit to COUNTY foster youth data, in formats approved by COUNTY, which shall include, but not be limited to, the following:

6.4.2.1 Educational progress summaries for each foster youth described in Subparagraph 6.2.2, outlining the foster youth's current educational status. OCDE shall provide educational progress summaries to the foster youth's assigned social worker for out-of-home care cases in advance of Status Review Hearings with the Juvenile Court, contingent upon OCDE receiving adequate notification of the hearings. In addition, on a case-by-case basis and as mutually agreed upon by SSA and OCDE, educational progress summaries can be provided for Family Maintenance dependency cases. Summaries shall include accurate and up-to-date educational information and support/interventions provided by school districts to address academic concerns. Educational progress summaries are shared with SSA and the Orange County Foster Youth District Liaisons.

- 6.4.2.2 Year-End Graduation Report for foster youth eligible for graduation. Report shall include the number of youth eligible to graduate, the number of those that successfully graduated, and the number of youth that did not meet graduation requirements.
- 6.4.2.3 Annual summary of the academic outcomes of foster youth from the California Department of Education DataQuest website once the reports are available. This data will be calculated from the prior year's outcomes. The reports may include: California Assessment of Student Performance and Progress English Language Arts and Mathematics; School Mobility; Suspension and Expulsion; and Chronic Absenteeism.

6.5 LETTERS

- 6.5.1 OCDE shall establish procedures and submit letters, as approved by COUNTY, to meet the reporting requirements of Title IV-E funding. Letters submitted by OCDE to COUNTY shall be in a format approved by COUNTY, including, but not be limited to, the following:
 - 6.5.1.1 On a quarterly basis, a Certification Letter which reports the total actual costs incurred under this MOU as a certified public expenditure. OCDE shall be required to certify that the non-federal funds used to support these expenditures are public funds that are not being used as a match for any other federal program. COUNTY will certify these public expenditures to California Department of Social Services (CDSS). CDSS, in turn, includes these public expenditures in its claim for reimbursement from the U. S. Department of Health and

Human Services.

6.5.1.2 Provide COUNTY a Full-Time Equivalent (FTE) Letter, on or before the tenth (10th) calendar day of the month after the close of a fiscal year quarter, certifying that OCDE staff is providing FTE Title IV-E eligible services. Fiscal year quarters end on the last day of the months of September, December, March, and June.

7. BUDGET

7.1.1 The budget for services from July 1, 2020, through June 30, 2021, pursuant to this MOU, is set forth as follows:

LINE ITEMS

PERSONNEL COSTS

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>AMOUNT</u>
FYSCP Coordinator	1.00	\$127,662
Educational Liaisons	7.00	717,777
Program Specialist	1.00	119,499
Administrative Assistant III	2.00	154,845
Senior Administrative Supervisor	1.00	97,217
Short Term Edu. Liaison/Case Manager	0.50	<u>28,912</u>
SUBTOTAL SALARIES		\$1,245,912

BENEFITS

Public Employees Retirement System		\$225,924
State Teachers Retirement System		40,910
PARS (Public Agency Retirement System)		1,084
Medicare Contribution		18,074
Medical Insurance		292,156

Dental Insurance	23,671
Vision Insurance	3,759
State Unemployment Insurance	623
Workers Compensation Insurance	21,814
LTD Insurance	229
Life Insurance	<u>958</u>
SUBTOTAL BENEFITS	\$629,202
TOTAL SALARIES & BENEFITS	\$1,875,114
Indirect Costs (9.32% of Total Salary and Benefits)	\$174,761
TOTAL LINE ITEM BUDGET	\$2,049,875
Minus Match (70% of Total Line Item Budget)	\$1,434,912
TOTAL OBLIGATION FY 20-21	\$614,963

7.1.2 The budget for services from July 1, 2021, through June 30, 2022, pursuant to this MOU, is set forth as follows:

LINE ITEMS

PERSONNEL COSTS

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>AMOUNT</u>
FYSCP Coordinator	1.00	\$133,187
Educational Liaisons	7.00	742,899
Program Specialist	1.00	123,681
Administrative Assistant III	2.00	160,264
Senior Administrative Supervisor	1.00	103,658
Short Term Edu. Liaison/Case Manager	0.50	<u>28,912</u>
SUBTOTAL SALARIES		\$1,292,601

BENEFITS

Public Employees Retirement System	\$254,408
State Teachers Retirement System	41,650
PARS (Public Agency Retirement System)	1,084
Medicare Contribution	18,751
Medical Insurance	335,868
Dental Insurance	26,952
Vision Insurance	4,238
State Unemployment Insurance	647
Workers Compensation Insurance	22,631
LTD Insurance	229
Life Insurance	<u>958</u>
SUBTOTAL BENEFITS	\$707,416
TOTAL SALARIES & BENEFITS	\$2,000,017
Indirect Costs (9.32% of Total Salary and Benefits)	\$186,402
TOTAL LINE ITEM BUDGET	\$2,186,419
Minus Match (70% of Total Line Item Budget)	\$1,530,493
TOTAL OBLIGATION FY 21-22	\$655,926

7.1.3 The budget for services from July 1, 2022, through June 30, 2023, pursuant to this MOU, is set forth as follows:

LINE ITEMSPERSONNEL COSTS

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>AMOUNT</u>
FYSCP Coordinator	1.00	\$137,849

Educational Liaisons	7.00	768,900
Program Specialist	1.00	128,010
Administrative Assistant III	2.00	165,874
Senior Administrative Supervisor	1.00	110,526
Short Term Edu. Liaison/Case Manager	0.50	<u>29,744</u>
SUBTOTAL SALARIES		\$1,340,903
<u>BENEFITS</u>		
Public Employees Retirement System		\$272,696
State Teachers Retirement System		43,106
PARS (Public Agency Retirement System)		1,115
Medicare Contribution		19,452
Medical Insurance		369,455
Dental Insurance		29,647
Vision Insurance		4,662
State Unemployment Insurance		671
Workers Compensation Insurance		23,476
LTD Insurance		114
Life Insurance		<u>958</u>
SUBTOTAL BENEFITS		\$765,352
TOTAL SALARIES & BENEFITS		\$2,106,255
Indirect Costs (9.32% of Total Salary and Benefits)		\$196,303
TOTAL LINE ITEM BUDGET		\$2,302,558

Minus Match (70% of Total Line Item Budget)	\$1,611,791
TOTAL OBLIGATION FY 22-23	\$690,767
MAXIMUM OBLIGATION FY 20-23	\$1,961,656

⁽¹⁾ For hourly employees, FTE is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this MOU. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this MOU, regardless of the number of hours actually worked.

7.1.4 OCDE and COUNTY may agree, subject to advance, written notice, to add, delete, or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY maximum obligation as stated in Subparagraph 14.1.1 of this MOU, or reducing the level of service to be provided by OCDE. Further, in accordance with Subparagraph 30.4 of this MOU, in the event COUNTY reduces the maximum obligation as stated in Subparagraph 14.1.1, OCDE and COUNTY may mutually agree in writing to proportionately reduce the service goals as set forth in this MOU.

8. STAFF

OCDE shall provide the following staff positions:

8.1.1 Foster Youth Services Coordinating Program (FYSCP) Coordinator

Duties:

8.1.1.1 Oversee Foster Youth Services Coordinating Program to ensure program requirements and goals are being met.

8.1.1.2 Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; and implement policies and procedures.

- 8.1.1.3 Establish and maintain working relationships between school districts, probation, social services agencies, health care agencies, youth, and OCDE to ensure implementation of the program.
- 8.1.1.4 Provide assistance to students, parents, social workers, caregivers, and other agency staff in solving school-related problems and coordinating appropriate instructional programs between place of residence and school.
- 8.1.1.5 Develop and implement strategies to improve academic achievement for foster youth.
- 8.1.1.6 Coordinate, direct, and implement education programs suited to the needs of the community.
- 8.1.1.7 Select, train, supervise, and evaluate personnel, and work with employees to correct deficiencies.
- 8.1.1.8 Provide coaching to employees, and collaborate on goal development, set clear expectations, provide constructive feedback, and check in regularly for understanding.
- 8.1.1.9 Plan, prioritize, assign, and review the work of staff, and prepare work schedules for appropriate staff.
- 8.1.1.10 Provide leadership in the interpretation and application of foster youth services program policies and regulations.
- 8.1.1.11 Review recent research and trends, and evaluate and disseminate information concerning newly developed materials and equipment.
- 8.1.1.12 Maintain records and develop reports concerning new or ongoing programs and program effectiveness; maintain records for foster youth programs and activities; and prepare statistical

reports as required.

Qualifications:

8.1.1.13 Master's degree from an accredited college or university with major course work in field related to curriculum and instruction and five (5) years of increasingly responsible administrative experience in curriculum and instruction.

8.1.1.14 Licenses, Certificates, and Special Requirements:

A valid California Pupil Personnel Services or Administrative Services credential.

8.1.2 Educational Liaison

Duties:

In addition to the duties identified in Subparagraph 6.2 of this MOU, the Educational Liaison shall:

8.1.2.1 Be responsible for the reporting requirements described in Subparagraph 6.5.1 of this MOU.

8.1.2.2 Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; and implement policies and procedures.

8.1.2.3 Manage a caseload of 300-500 foster youth, and act as a liaison for foster youth regarding educational issues.

8.1.2.4 Work collaboratively with school districts, social services, probation, and other community agencies to ensure educational supports and services are in place.

8.1.2.5 Collaborate with program staff and community agencies and participate in multi-disciplinary meetings to develop appropriate vocational/educational plans.

- 8.1.2.6 Obtain and review foster youth's educational records, and facilitate smooth transition and smooth school enrollment for foster youth.
- 8.1.2.7 Monitor youth's progress toward graduation requirements, as well as educational and vocational goals; assess factors that may affect youth's progress; and identify and implement strategies to improve student learning and attendance.
- 8.1.2.8 Facilitate trainings regarding foster youth and educational issues for staff and community partners, and develop training materials.

Qualifications:

- 8.1.2.9 Bachelor's degree from an accredited college or university with major course work in Human Services, Social Work, Psychology, Counseling, or a related field, and two (2) years of experience working with foster youth and/or at-promise youth on educational planning and/or case management.

8.1.3 Program Specialist

Duties:

- 8.1.3.1 Establish and maintain working relationships between school districts, probation, social service agencies, health care agencies, caregivers, youth, and OCDE to ensure implementation of the program.
- 8.1.3.2 Provide community referrals and resources to foster youth, caregivers, and collaborative partners.
- 8.1.3.3 Provide assistance to students, parents, social workers, caregivers, and other agency staff in solving school related problems and coordinating appropriate instructional programs

between place of residence and school.

- 8.1.3.4 Develop and implement strategies to improve academic achievement for foster youth.
- 8.1.3.5 Coordinate, direct, and implement education programs suited to the needs of the community.
- 8.1.3.6 Select, train, supervise, and evaluate personnel, and work with employees to correct deficiencies.
- 8.1.3.7 Provide coaching to employees, and collaborate on goal development, set clear expectations, provide constructive feedback, and check in regularly for understanding.
- 8.1.3.8 Plan, prioritize, assign, and review the work of staff, and prepare work schedules for appropriate staff.
- 8.1.3.9 Provide the interpretation and application of foster youth services program policies and regulations.

Qualifications:

- 8.1.3.10 Bachelor's degree from an accredited college or university with major course work in education and three (3) years of educational experience with at least two (2) years of experience working with youth in the dependency system.
- 8.1.3.11 Licenses, Certificates, and Special Requirements:
A valid California Pupil Personnel Services or Administrative Services credential.

8.1.4 Short-Term Educational Liaison Assistant/Case Manager

Duties:

- 8.1.4.1 Coordinate the gathering of educational records from local school districts and provide to the Educational Liaison for compilation into the educational progress summaries.

- 8.1.4.2 Collaborate with SSA and Probation Department staff to obtain school history.
- 8.1.4.3 Interview foster youth to obtain educational information and history, as needed.
- 8.1.4.4 Provide additional support to update school records and document school history in Foster Focus and/or Orange County Integrated Foster Youth Education Database (OCIFYED).
- 8.1.4.5 Provide educational support services for foster youth.
- 8.1.4.6 Participate in collaborative meetings and facilitate trainings to provide foster youth a voice regarding educational issues.

Qualifications:

- 8.1.4.7 One (1) year of experience working with at-promise youth.
- 8.1.4.8 Possess good telephone and interview skills.
- 8.1.4.9 Demonstrate good organizational skills.

8.1.5 Administrative Assistant III

Duties:

- 8.1.5.1 Provide administrative support for the Foster Youth Services Coordinating staff.
- 8.1.5.2 Provide support to ensure educational documents and services are logged into the Foster Focus and/or OCIFYED Database.
- 8.1.5.3 Provide support for trainings, special projects, and events.

Qualifications:

- 8.1.5.4 Two (2) years of secretarial experience.
- 8.1.5.5 Experience with word processing and database management.

8.1.6 Senior Administrative Supervisor

Duties:

- 8.1.6.1 Supervise Program Support Assistants, Administrative

Assistant III, and Short-Term Educational Liaison Assistants.

8.1.6.2 Provide administrative support for the Foster Youth Services Coordinating Program.

8.1.6.3 Prepare multiple budgets, monitor expenditures, and prepare statistical reports for distribution to stakeholders.

Qualifications:

8.1.6.4 Project management experience in education programs or related areas and experience working with foster or at-promise youth.

8.1.6.5 Bachelor's degree or equivalent, as determined by the Superintendent of Schools, from an accredited college or university with major course work in education, counseling, human services, or mathematics.

8.1.7 OCDE shall maintain and make available to COUNTY, upon written request, the following information on each employee who provides services under this MOU:

8.1.7.1 Signed statements of confidentiality responsibilities; and

8.1.7.2 Signed statements of child and dependent adult/elder abuse reporting responsibilities.

9. COUNTY RESPONSIBILITIES

COUNTY intends to permit OCDE the use of computer equipment provided by COUNTY. Said computer equipment shall be used solely by employees of OCDE while performing their assigned duties pursuant to this MOU and shall remain the property of COUNTY. OCDE shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in COUNTY's Computer Information System completes information security and computer usage training provided by COUNTY, signs and adheres to the provisions in this MOU and signs and adheres to any subsequent agreements

required by federal or State laws or regulations. OCDE's failure to have all OCDE employees that have access to COUNTY's facilities and/or data execute the agreements and/or complete the training shall constitute a breach of this MOU.

10. FACILITIES

10.1 It is mutually understood that OCDE will provide services at the following facility:

County of Orange Social Services Agency
800 N. Eckhoff Street
Orange, CA 92868

10.2 OCDE and COUNTY may mutually agree in writing to add, change, modify, or delete facility location(s) as necessary to best serve the needs of COUNTY and clients to be served under this MOU without changing COUNTY's maximum obligation.

11. USE OF COUNTY PROPERTY

11.1 OCDE shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this MOU. OCDE shall enter into a rent-free lease agreement with COUNTY for the co-location and shall execute all terms and conditions of said agreement upon COUNTY's presentation of said document to OCDE. Failure to execute the lease agreement will result in a breach of this MOU.

11.2 OCDE is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY, may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to OCDE.

12. NON-DISCRIMINATION

12.1 In the performance of this MOU, OCDE agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation,

employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

12.2 OCDE shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain OCDE's compliance with Paragraph 12 et seq.

12.3 Non-Discrimination in Employment

12.3.1 OCDE shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

12.3.2 All solicitations or advertisements for employees placed by or on behalf of OCDE shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

12.3.3 OCDE shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

12.4 Non-Discrimination in Service Delivery

12.4.1 OCDE shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. OCDE shall not implement any administrative methods or procedures which would have a discriminatory effect, or which would violate the CDSS, Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code (WIC) Section 10605, or CGC

Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 12.4 et seq.

12.4.2 OCDE shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

12.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

12.4.2.2 Discrimination Complaint Form

12.4.2.3 Civil Rights Contacts

County Civil Rights Contact

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

13. EQUIPMENT

13.1 All items purchased with funds provided under this MOU, or which are furnished to OCDE by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this MOU. Upon the termination of this MOU, OCDE shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of COUNTY.

OCDE further agrees to the following:

- 13.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 13.1.2 To label all items of Capital Equipment, do periodic inventories as required by COUNTY, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore.
- 13.1.3 To report in writing to COUNTY immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY.
- 13.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this MOU, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

13.2 The purchase of any Capital Equipment by OCDE shall be requested in writing, shall require the prior written approval of COUNTY, and shall fulfill the provisions of this MOU which are appropriate and directly related to OCDE's service or activity under the terms of this MOU. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by OCDE, if prior written approval has not been obtained from COUNTY.

13.3 Personal Computer Equipment

No personal computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this MOU, regardless of purchase price, without prior written approval of COUNTY. Any such purchase shall be in accordance with specifications provided by COUNTY, be subject to the same inventory control conditions specified in Subparagraphs 13.1.1 to 13.1.4, and at the sole discretion of COUNTY, become the property of COUNTY upon termination of this MOU.

14. PAYMENTS

14.1.1 Maximum Contractual Obligation:

14.1.1.1 The maximum obligation of COUNTY under this MOU shall be \$1,961,656 or actual allowable costs, whichever is less. COUNTY will submit a quarterly claim to CDSS for reimbursement from Title IV-E for the federal share of OCDE expenses incurred for performance of Title IV-E allowable administrative activities. Upon receipt of the reimbursement, COUNTY will pay OCDE the amount received.

14.1.2 Match:

14.1.2.1 In providing services pursuant to this MOU, as a match, OCDE shall bear no less than seventy (70) percent of the cost. This

represents the non-federal share of the cost of Title IV-E allowable administrative expenses for the services defined in this MOU. OCDE shall certify the expenditure of this share of cost, shall certify that federal funds were not used to support the expenditure, and shall certify that the funds used were not used as match for any other Federal program. The expenditure match shall be documented on a quarterly invoice and must be expended in order to claim Title IV-E reimbursement for allowable activities.

14.1.2.2 COUNTY will remit to OCDE any revenue received as federal reimbursement for the allowable costs referenced in Subparagraph 14.1.1.1 of this MOU, in a timely manner.

14.1.3 Claims:

14.1.3.1 All claims must be submitted quarterly by OCDE on a form approved by COUNTY. All claims submitted to COUNTY must be supported with source documents including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied and submitted with each monthly invoice. Source documents that OCDE must submit with each monthly invoice shall be determined by COUNTY and/or COUNTY's Auditor-Controller. OCDE shall retain all financial records in accordance with Paragraph 22 (Records, Inspections, and Audits) of this MOU.

14.1.3.2 Payments should be released by COUNTY within a reasonable time period of approximately sixty (60) days after receipt of a

correctly completed claim form and required supporting documentation.

14.1.4 Year End and Final Claims:

14.1.4.1 Final claims for the term of July 1, 2020, through June 30, 2021, must be received no later than August 30, 2021, at 5:00 p.m.

14.1.4.2 Final claims for the term of July 1, 2021, through June 30, 2022, must be received no later than August 30, 2022, at 5:00 p.m.

14.1.4.3 Final claims for the term of July 1, 2022, through June 30, 2023, must be received no later than August 30, 2023, at 5:00 p.m.

14.1.4.4 Claims received after the dates specified in Subparagraphs 14.1.4.1 to 14.1.4.3 may not be reimbursed. COUNTY may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to OCDE.

14.1.4.5 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and OMB Circular A-21, incurred and paid by OCDE pursuant to this MOU; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, OCDE shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

14.2 OVERPAYMENTS

Any payment(s) made by COUNTY to OCDE in excess of that to which OCDE is entitled under this MOU shall be repaid to COUNTY, in accordance with any

applicable regulations and/or policies in effect during the term of this MOU, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of COUNTY, to COUNTY or the funding source. Unless earlier repaid, OCDE shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by OCDE is collected from COUNTY by the funding source, then OCDE shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. OCDE agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

- 14.3 OCDE shall complete and submit to COUNTY a final report within sixty (60) days after the termination of this MOU, which shall summarize the activities and services provided by OCDE during the term of this MOU. OCDE and COUNTY may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

14.4 INDEPENDENT AUDIT

14.4.1 OCDE shall employ a licensed certified public accountant who shall prepare and file with COUNTY an annual organization-wide audit of related expenditures during the term of this MOU in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If OCDE is not subject to the aforementioned regulations for any year covered during the term of this MOU, OCDE shall provide ADMINISTRATOR an Independent Auditor's Report of OCDE financial statements. The audit must be performed in accordance with generally accepted government auditing

standards. OCDE shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

14.4.2 It is mutually understood that OCDE yearly fiscal cycle covers July 1 through June 30. OCDE shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this MOU. OCDE shall provide each audit within fourteen (14) calendar days of OCDE receipt. Failure of OCDE to comply with this Paragraph shall be sufficient cause for COUNTY to deny payment under this or any subsequent MOU with OCDE until such time as the required audit(s) are provided to COUNTY. COUNTY may modify OCDE audit submission deadline upon notice to OCDE.

15. SUBCONTRACTS

15.1 OCDE shall not subcontract for services under this MOU without the prior written consent of COUNTY. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of OCDE to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY, OCDE shall include in each subcontract any provision COUNTY may require.

16. CONFIDENTIALITY

16.1 COUNTY and OCDE agree to maintain confidentiality of all records pursuant to WIC Sections 827, 362.5 all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

16.2 All records and information concerning any and all persons referred to OCDE by COUNTY or COUNTY's designee shall be considered and kept confidential by OCDE, OCDE employees, agents, subcontractors, and all other individuals

performing services under this MOU. OCDE shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with OCDE before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

16.3 OCDE shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

16.4 OCDE agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

16.5 OCDE agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

16.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

16.5.2 OCDE must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

17. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

17.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements,

displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

17.2 OCDE may develop and publish information related to this MOU where all of the following conditions are satisfied:

17.2.1 COUNTY provides its written approval of the content and publication of the information at least thirty (30) days prior to OCDE publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

17.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

17.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

17.2.3.1 any commercial product or service; and,

17.2.3.2 any product or service provided by OCDE, unless approved in writing by COUNTY; and

17.2.4 If OCDE uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this MOU, OCDE shall develop social media policies and procedures and have them available to the COUNTY. OCDE shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

18. INDEMNIFICATION

18.1 OCDE agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,

COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by OCDE pursuant to this MOU. If judgment is entered against OCDE and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, OCDE and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

19. INSURANCE

Prior to the provision of services under this MOU, OCDE agrees to purchase all required insurance at OCDE's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. OCDE agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing work on behalf of OCDE pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for OCDE.

19.1 OCDE shall ensure that all subcontractors performing work on behalf of OCDE pursuant to this MOU shall be covered under OCDE's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for OCDE. OCDE shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from OCDE under this MOU. It is the obligation of OCDE to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be

maintained by OCDE through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.

19.2 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of OCDE's current audited financial report. If OCDE SIR is approved, OCDE, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

19.2.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from OCDE its agents, employee's or subcontractor's performance of this MOU, OCDE shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

19.2.2 OCDE duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

19.2.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and OCDE SIR provisions shall be interpreted as though OCDE was an insurer and COUNTY was the insured.

19.3 If OCDE fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

19.4 Qualified Insurer

19.4.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or

ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

- 19.5 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.
- 19.6 The policy or policies of insurance maintained by OCDE shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

19.7 Required Coverage Forms

19.7.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

19.7.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

///

19.8 Required Endorsements

19.8.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

19.8.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

19.8.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that OCDE insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

19.8.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

19.8.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.

19.8.2.2 A primary and non-contributing endorsement evidencing that the OCDE insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

19.9 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

- 19.10 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 19.11 OCDE shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.
- 19.12 If OCDE Professional Liability, and Network Security and Privacy Liability policy are a “claims made” policy, OCDE shall agree to maintain Professional Liability, and Network Security and Privacy Liability coverage for two (2) years following completion of this MOU.
- 19.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insured” clause (standard in the ISO CG 0001 policy).
- 19.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 26 of this MOU.
- 19.15 Failure of OCDE to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or COUNTY, will result in a breach of this MOU.
- 19.16 COUNTY expressly retains the right to require OCDE to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 19.17 COUNTY shall notify OCDE in writing of changes in the insurance requirements. If OCDE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days

of receipt of such notice, this MOU may be in breach without further notice to OCDE, and COUNTY shall be entitled to all legal remedies.

19.18 The procuring of such required policy or policies of insurance shall not be construed to limit OCDE liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

20. SECURITY

20.1 Security Requirements

20.1.1 OCDE agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. OCDE represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

20.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

20.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.

20.1.1.3 Control to prevent unauthorized access and to prevent OCDE employees from providing COUNTY data to unauthorized individuals.

- 20.1.1.4 Firewall protection.
- 20.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from OCDE networks to external networks, when applicable.
- 20.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. OCDE further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

20.2 Security Breach Notification

20.2.1 OCDE shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance OCDE experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), OCDE shall immediately notify COUNTY of its discovery. After such notification, OCDE shall, at its own expense, immediately:

- 20.2.1.1 Investigate to determine the nature and extent of the Security Breach.
- 20.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
- 20.2.1.3 Report to COUNTY the nature of the Security Breach, the

COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what OCDE has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action OCDE has taken or will take to prevent future similar unauthorized use or disclosure.

20.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines OCDE will conduct additional action(s), OCDE shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, OCDE shall reimburse COUNTY for costs associated to legally required actions.

21. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

OCDE shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

- 21.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against OCDE and/or COUNTY.
- 21.2 Any third party claim or lawsuit filed against OCDE arising from or relating to services performed by OCDE under this MOU.
- 21.3 Any injury to an employee of OCDE that occurs on COUNTY property.
- 21.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of

COUNTY property, monies, or securities entrusted to OCDE under the term of this MOU.

22. RECORDS, INSPECTIONS, AND AUDITS

22.1 Financial Records

22.1.1 OCDE shall prepare and maintain accurate and complete financial records. Financial records shall be retained by OCDE for a minimum of five (5) years from the date of final payment under this MOU, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

22.1.2 OCDE shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of COUNTY.

22.2 Client Records

22.2.1 OCDE shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

22.2.2 OCDE shall keep all COUNTY data provided to OCDE during the term(s) of this for a minimum of five (5) years from the date of final payment under this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless OCDE requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, OCDE shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 30.2.

22.2.3 COUNTY may refuse payment for a claim if client records are determined

by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this MOU.

22.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

22.4 Inspections and Audits

22.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, COUNTY, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of OCDE which any of them may determine to be pertinent to this MOU. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this MOU and the premises in which it is being performed.

22.4.2 OCDE shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by COUNTY.

22.4.3 In the event OCDE does not make available its books and financial records within the borders of Orange County, OCDE agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain OCDE books and records.

22.4.4 OCDE shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to OCDE failure to perform under this MOU.

23. PERSONNEL DISCLOSURE

23.1 This Paragraph 23 applies to all of OCDE personnel providing services through this MOU, paid and unpaid (herein referred to as "Personnel").

23.2 OCDE shall make available to COUNTY a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to COUNTY in writing, along with a copy of a résumé and/or job application. The list shall include:

23.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

23.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

23.2.3 The professional degree, if applicable, and experience required for each position; and

23.2.4 The language skill, if applicable, for all Personnel.

23.3 Where authorized by law, and in a manner consistent with California Government Code §12952, OCDE shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this MOU.

23.4 Where authorized by law, OCDE shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all

Personnel who will have direct, interactive contact with clients served through this MOU: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

- 23.5 Where authorized by law, OCDE shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.
- 23.6 OCDE shall ensure that clearances and background checks described in Subparagraphs 23.4 and 23.5 are completed prior to OCDE Personnel providing services under this MOU.
- 23.7 In the event a record is revealed through the processes described in Subparagraphs 23.4 and 23.5, COUNTY will be available to consult with OCDE on appropriateness of Personnel providing services through this MOU. OCDE warrants that all Personnel assigned by OCDE to provide services under this MOU have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. OCDE shall maintain records of background investigations and reference checks undertaken and coordinated by OCDE for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the date of final payment under this MOU, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 23.8 OCDE shall immediately notify COUNTY concerning the arrest and/or

subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to OCDE. COUNTY, in its sole discretion, may determine whether such Personnel may continue to provide services under this MOU and shall provide notice of such determination to OCDE in writing. OCDE failure to comply with COUNTY's decision shall be deemed a material breach of this MOU.

23.9 COUNTY has the right to approve or disapprove all of OCDE Personnel performing work hereunder, and any proposed changes in OCDE Personnel.

23.10 COUNTY shall have the right to require OCDE to remove any Personnel from the performance of services under this MOU. At the request of COUNTY, OCDE shall immediately replace said Personnel.

23.11 OCDE shall notify COUNTY immediately when Personnel is terminated for cause from working on this MOU.

23.12 Disqualification, if any, of OCDE Personnel, pursuant to this Paragraph 23, shall not relieve OCDE of its obligation to complete all work in accordance with the terms and conditions of this MOU.

24. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

OCDE shall establish a procedure acceptable to COUNTY to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. OCDE shall require such employees, agents, subcontractors, and all other individuals performing services under this MOU to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may

hereafter be amended.

25. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

OCDE shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

26. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY:

County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College, Suite 100
Orange, CA 92868

OCDE:

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628-905

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

///

27. RESOLUTION OF CONFLICTS

For resolution of conflicts between COUNTY and OCDE in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between COUNTY assigned Program Manager and the OCDE Foster Youth Services Coordinating Program Coordinator.

Step 2: Conference between the COUNTY SSA Children and Family Services (CFS) Division Deputy Director or designee, and the OCDE Foster Youth Services Coordinating Program Manager.

Step 3: Conference between the COUNTY CFS Division Director or designee and Assistant Supervisor of ACCESS Alternative Education.

Nothing in this Paragraph limits the rights of the parties under Paragraph 30.

28. CONFLICT OF INTEREST

OCDE shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to OCDE; the OCDE employees, agents, and subcontractors associated with accomplishing work and services hereunder. OCDE efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

29. POLITICAL ACTIVITY

OCDE agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

30. TERMINATION

30.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified.

Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of OCDE, discontinuance of the services for reasons within OCDE reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.

- 30.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU (“Transition Period”), OCDE agrees to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. OCDE also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 30.3 In the event of termination of this MOU, cessation of business by OCDE, or any other event preventing OCDE from continuing to provide services, OCDE shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.
- 30.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the state and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY’s Board of Supervisors for each fiscal year

covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.

30.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. OCDE represents and warrants that the person executing this MOU on behalf of and for OCDE is an authorized agent who has actual authority to bind OCDE to each and every term, condition and obligation of this MOU and that all requirements of OCDE have been fulfilled to provide such actual authority.

32. GENERAL PROVISIONS

32.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of OCDE agents or employees.

32.2 This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

32.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction

of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

- 32.4 OCDE warrants that it and its Personnel, described in Paragraph 23 of this MOU, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. OCDE must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 32.5 In the performance of this MOU, OCDE shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 32.6 In the performance of this MOU, OCDE may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.
- 32.7 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

///

///

///

WHEREFORE, the parties hereto have executed this MOU of Understanding in the County of Orange, California.

By: *Patricia McCaughey*
PATRICIA McCAUGHEY
ADMINISTRATOR
PURCHASING, CONTRACT AND
TRANSPORTATION ORANGE COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: *3/4/2020*

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
MOU HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: *Carolyn S. Frost*
DEPUTY

Dated: *03/10/20*