

**Memorandum of Understanding
 between
 California Department of Social Services
 and
 The County of Fresno
 Department of Social Services**

I. Authority

The California Department of Social Services (CDSS) and the County of Fresno Department of Social Services (the County) are entering into this Memorandum of Understanding (MOU) pursuant to the Cooperative Agreement for the Permanency Innovations Initiative. (Children's Bureau, Administration on Children, Youth and Families, Administration for Children and Families, U.S. Department of Health and Human Services, grant number 90-CT-0153.)

II. Purpose

The County will receive a quarterly allocation specifically to participate in the five-year federally-funded, with a 12-month, no-cost extension project aimed at increasing permanency and reducing racial disparities for African American and Native American youth. The goals and objectives of this project include:

1. Development of effective intervention strategies;
2. Collaborative planning to leverage other Federal, State, and local investments of existing funding streams into effective permanency achievement programs and practices;
3. Completing the range of activities and services required to develop, adopt, implement, assess and sustain effective permanency achievement programs;
4. Defining services which address barriers to children's placement with permanent families outside of the foster care system;
5. Participating in rigorous, site-specific evaluations which include process/implementation, outcome, and cost study components; and,
6. Disseminating information about the project.

III. Scope of Work

A. County Responsibilities

1. Provide local management/oversight of the project and facilitation of local interagency coordination.
2. Designate a project lead responsible for day-to-day project-related activities and objectives, including working with the project consulting team on preparation of County for implementation of the practice model.
3. Designate staff to participate in the project planning activities, including the cross-site planning team.
4. Develop or leverage an existing local commission or oversight/stakeholder committee to ensure cultural appropriateness of all grant activities.
5. Participate in key programmatic activities including, but not limited to, the following:
 - Cross-Site Planning
 - Systemic Issues Analysis
 - Site Team Development
 - Practice Model Development
 - Finance and Reinvestment
 - Institutional Analysis
 - Communications
 - Evaluations
6. Coordinate strategic planning and implementation efforts with the State and Federal Training/Technical Assistance Team and Evaluation Team.

7. Designate staff for shared learning opportunities and training as necessary to test the integrated practice model.
8. Collect data necessary for the ongoing performance management and the federal evaluation of the project.
9. Provide regular project status reports to CDSS.
10. The County of Fresno Department of Social Services will designate a project representative to manage the day-to-day progress. The project representative will be responsible for overseeing project activities and reporting; serves as primary point of contact for the Children's Bureau and project partners; brings input back to Executive Team and Cross-Site Planning and Implementation Teams to inform planning and continuous process improvement.

Project Representative: Mr. Delfino Neira, Director
County of Fresno Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

B. Travel

The County's Project Manager and the County's Agency and/or County's Child Welfare Director or County's Designee with decision-making authority must attend the following meetings:

1. Three-day kickoff event in Washington, DC (November 30 – December 2, 2010)
2. Three-day Children's Bureau annual grantee meetings, usually held in the Spring

In addition, regularly scheduled meetings held in Sacramento must be attended as follows:

Meeting	Frequency	Required Attendees
Executive Committee Meeting	Monthly	Agency Director and/or Child Welfare Director or Designee
Steering Committee	Quarterly	Designated Staff and/or County/Community Stakeholder
Team Meetings	Monthly	Project Manager Designated Staff and/or County/Community Stakeholder

Funding for travel costs are provided in the County allocation.

Funding is also available in the County allocation for community stakeholder participation.

IV. CDSS' Responsibilities

1. CDSS will designate a project director to oversee the project. The project director oversees leadership decisions and high-level problem resolution; ensures project achieves intended results.

Project Director: Karen Gunderson
Child & Youth Permanency Branch
744 P Street, M.S. 8-13-73
Sacramento, CA 95814
(916) 651-7464
Karen.Gunderson@dss.ca.gov

2. CDSS will designate a project manager to manage the day-to-day progress. The project manager will be responsible for overseeing project activities and reporting; serves as primary point of contact for the Children's Bureau and project partners; brings input back to Executive Team and Cross-Site Planning and Implementation Teams to inform planning and continuous process improvement.

Project Manager: Jennifer Buchholz
Child & Youth Permanency Branch
744 P Street, M.S. 8-13-73
Sacramento, CA 95814
(916) 654-1230
Jennifer.Buchholz@dss.ca.gov

3. CDSS will act as lead for the partnership between state, county, and federal partners.
4. CDSS and/or contractors will be responsible for leading the strategic implementation of the project.
5. CDSS and/or contractors will provide consultation to and collaborate with the County in the performance of key programmatic activities. These activities include but are not limited to the following:
 - Cross-Site Planning
 - Systemic Issues Analysis
 - Site Team Development
 - Practice Model Development
 - Finance and Reinvestment
 - Institutional Analysis
 - Communications
 - Evaluations
6. CDSS and/or contractors will organize periodic consultations, meetings, briefings, teleconferences, and other forums as necessary with the County to review current and planned activities, to share information and to promote coordination.
7. CDSS will keep the County informed about expectations for the performance and delivery of products, data, and materials created as part of this project.
8. CDSS and/or contractors will review data and reports submitted by the County required for the ongoing management and the federal evaluation of the project.
9. CDSS will coordinate for strategic planning and implementation efforts with the counties and Federal Training/Technical Assistance Team and Evaluation Team.
10. CDSS will share pertinent project information with all partners on an ongoing basis.

V. Term of MOU

This MOU is of no force or effect until signed by both parties. The signatories for this MOU hereby certify that they are authorized to act on behalf of the Parties in approving this MOU. The signatory for the County further certifies that the Board of Supervisors for the County has endorsed County's receipt of funds pursuant to this MOU, and performance of activities and expenditure of funds in a manner consistent with this MOU, through a Board Action.

This Agreement shall be effective September 30, 2015 through September 29, 2016.

VI. Termination without Cause

This MOU may be terminated without cause by either the County or CDSS by giving thirty (30) calendar days advance written notice to the other. The notification shall state the effective date of the termination. At least fifteen (15) days prior to a written notification of termination, the entity considering termination of this MOU shall seek to cooperatively explore with the other, ways in which to avoid termination.

For purposes of this section, the County shall provide a termination notice in writing, delivered by registered mail to:

Jennifer Buchholz, Manager
California Department of Social Services
744 P Street M.S. 8-13-73
Sacramento, CA 95814

In the event this MOU is terminated by the County prior to the end of the MOU term period, the County agrees to include with its notice of termination a written summation of the status of the project goals and activities, and residual activities undertaken by the County. This written summation shall fully describe the status of the project.

Within forty-five (45) days of the date of termination by the County, the County shall provide to CDSS any outstanding invoices (final invoices) for actual expenditures of the County prior to the date of termination. Along with the final invoices the County shall also provide all reports and project materials not previously provided to CDSS. Upon termination of this MOU and within 45 days of receipt of the final invoices, CDSS will reconcile and remit funds to the County for the reasonable value of satisfactory services rendered, subject to the terms of the following paragraph.

The CDSS may terminate this MOU and be relieved of any liability for payments under this Agreement to the County should the County fail to substantially perform the services or responsibilities described in this MOU. In the event of a substantial failure to perform by the County, the CDSS may proceed with the work in any manner deemed necessary and proper by the CDSS in order to achieve the objective of this MOU. In the event of termination, the CDSS shall pay only the reasonable value of the satisfactory services rendered; and the cost to the CDSS, if any, to complete the intent of this grant shall be deducted from any sum due the County in the final invoice(s); the remaining balance, if any, shall be paid to the County upon demand. The County shall have no right to any unused allocated funds after termination of the agreement, except for the allowable costs submitted in the final invoices and approved by CDSS.

VII. Disputes

In the event of a dispute, the County may provide written notice of the particulars of such dispute to Deputy Director, Children and Family Services Division, Department of Social Services, 744 P Street, MS 8-17-18 Sacramento, CA 95814. Within thirty (30) days of receipt of such notice, the Deputy Director or the Deputy Director's designee shall advise the County of his or her findings and a recommended means of resolving the dispute. The decision made by the Deputy Director will be considered the final determination on the matter.

VIII. Indemnification

County agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by contractor in the performance of this Agreement.

IX. Agreement to Fiscal Terms and Conditions of the County CAPP Allocation Letter for the Associated Federal Grant Funds

The County agrees to comply with the requirements related to fiscal terms and conditions set forth in of the CAPP Allocation Letter.

X. Records and Records Retention

The County will maintain written records and procedures for the required audits of the County operations, so that audits are able to be conducted in accordance with the requirements of the Federal Office Management and Budget Circulars A-122 (Cost Principals for Non-Profit Organizations) or A-133 (Audits of States, local governments and Non-profit Organizations, as applicable.

The County agrees to maintain records in accordance with accepted accounting standards and fiscal procedures. The County agrees to maintain receipts and ledgers in support of reimbursement claims. The County further agrees that the CDSS and the federal Administration for Children and Families' Children's Services Bureau (CSB) will have the right to review, obtain, and copy all records pertaining to this agreement. The County will provide, or otherwise make available to the CDSS and the CSB, access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing

employees and inspecting and copying such books, records, accounts, and other written material that may be relevant to this agreement. The County agrees to maintain such records for a period of three years from the close of the Federal Fiscal Year to which they pertain. In the case of an audit or investigation, the County agrees to maintain records beyond the three-year period until all proceedings are completed.

XI. Amendment

No amendment or variation of the terms of this MOU will be valid unless made in writing, agreed to and signed by both parties. However, the parties reserve the right to make changes to the contact information for Project Director and Project Manager by giving written notice. Said changes shall not require an amendment to this Agreement to which it is incorporated.

XII. Subcontractors

Nothing contained in this MOU or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the County of its responsibilities and obligations hereunder. The County agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the County. The County's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the County. As a result, CDSS shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES

By: _____
Deborah Pearce, Chief
Contracts and Purchasing Bureau

Date: _____

COUNTY OF FRESNO
Department of Social Services

By: _____
Director

Date: _____

See next page

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 ATTEST:

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5 BERNIECE E. SEIDEL, Clerk to the
6 Board of Supervisors

COUNTY OF FRESNO

7 By *Justin Craft, Deputy*

8 By *Emmett Buckley Mendenhall*
9 Chair, Board of Supervisors

10
11 APPROVED AS TO LEGAL FORM:
12 DANIEL C. CEDERBORG, COUNTY COUNSEL

13 By *Jamelle E. Kelly*

15
16 APPROVED AS TO ACCOUNTING FORM:
17 VICKI CROW, C.P.A., AUDITOR-CONTROLLER
18 TREASURER-TAX COLLECTOR

19 By *Vicki Crow*

20
21 REVIEWED AND RECOMMENDED FOR
22 APPROVAL:

23 By *Delfino E. Nera*
24 Delfino E. Nera, Director
25 Department of Social Services

26
27 Fund/Subclass: 0001/10000
28 Organization: 56107649
Account/Program: 4361/0