

AGREEMENT

THIS AGREEMENT is entered into this 9th day of June, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California local educational agency, whose address is 1111 Van Ness Avenue, Fresno CA 93721, hereinafter referred to as "SUBRECIPIENT," for the purpose of coordinating Educational Support for Dependent Youth (IV-E Foster Care Administrative Activities).

WITNESSETH

WHEREAS, COUNTY's Department of Social Services is responsible for administration of the Title IV-E of the Social Security Act pursuant to Assembly Bill 490 (Chapter 862, Statutes of 2003) wherein the COUNTY is required to adhere to key provisions to support the educational opportunities within the best interest of the child in foster care; and

WHEREAS, SUBRECIPIENT operates Foster Youth Services Coordinating Program, hereinafter referred to as "FYSCP," and is responsible for providing services in accordance with Education Code Section 42920, 42926, et.seq., to serve dependent foster youth residing in Fresno County; and

WHEREAS, the Title IV-E of the Social Security Act allows FYSCP agencies as defined in 45 CFR 1356.60(c) to claim reimbursement for Federal Title IV-E activities that include, but are not limited to, case plan development, referral to services, case reviews, case management and supervision; and

WHEREAS, AB 854 requires a County Superintendent of Schools with a FYSCP to enter into an agreement with their County's Child Welfare Department to leverage funds received in drawing down Title IV-E dollars to be paid to the County Superintendent of Schools.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT agrees to provide the following types of educational support, as described in Education Code Section 42921 and as guided by the FYSCP Executive Advisory Committee, to pupils in foster care (as defined in paragraph (b) of Educational Code Section

1 42238.01):

2 A. Work with the COUNTY to ensure no duplication of activities in serving foster
3 youth;

4 B. Work with the COUNTY to minimize changes in school placement for school
5 stability;

6 C. Support local education agencies in facilitating the prompt transfer of
7 educational records between educational institutions when placement changes are necessary, ensure
8 transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded
9 and the pupil in foster care is quickly enrolled in classes;

10 D. Provide education-related information to the COUNTY as necessary to assist in
11 delivering services to foster children, including, but not limited to, educational status and progress
12 information required for inclusion in court reports by Welfare and Institutions ("W&I") Code Section
13 16010.

14 E. Respond to requests from the juvenile court for information and work with the
15 court to ensure the delivery or coordination of necessary educational services;

16 F. Work to obtain, identify, and link children to mentoring, tutoring, vocational
17 training, and other services designed to enhance the educational prospects of foster children;

18 G. Facilitate communication between the foster care provider, the teacher, and any
19 other school staff or education service providers for the child;

20 H. Share information with the foster care provider regarding available training
21 programs that address education issues for children in foster care;

22 I. Refer foster care provider, and educational rights holders, of foster youth who
23 have special education needs to special education programs and services;

24 J. Refer foster youth to educational support and services;

25 K. Refer foster youth to services that meet local needs identified through
26 collaborative relationships and local advisory groups, which may include, but shall not be limited to, all
27 of the following:

28 1. Mentoring;

- 2. Counseling;
- 3. Transition services; and
- 4. Education case management and services.

L. Establish collaborative relationships and local advisory groups;

M. Establish a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport;

N. Provide regular updates on the status, grades, and performance of Fresno County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations, to the extent allowed by law; and

O. Track data and report on outcomes via California Department of Education (CDE) Dashboard within the time schedule established in joint agreement with COUNTY's Department of Social Services.

Examples of these activities are further described in Exhibit A, Title IV-E Activities, Invoicing, and Procedures, attached hereto and by this reference incorporated herein.

2. COUNTY'S RESPONSIBILITIES

County agrees to:

A. Work in partnership with SUBRECIPIENT to achieve the identified goals and outcomes;

B. Work with SUBRECIPIENT to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;

C. Work with SUBRECIPIENT to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this Agreement;

D. Facilitate and participate in joint problem solving with SUBRECIPIENT to address youth needs while partnering to establish target youth populations;

E. Provide a venue to leverage California Department of Education Foster Youth Services Coordinating Program funding to allow the claiming of Title IV-E allowable administrative costs;

F. Provide on a quarterly basis Title IV-E discount rate to be used by

1 SUBRECIPIENT on their quarterly invoice.

2 **3. TERM**

3 The term of this Agreement shall be for a period of three (3) years, commencing on July
4 1, 2020 through and including June 30, 2023. This Agreement may be extended for two (2) additional
5 consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days
6 prior to the first day of the next twelve month extension period. The DSS Director, or designee, is
7 authorized to execute such written approval on behalf of COUNTY based on SUBRECIPIENT's
8 satisfactory performance.

9 **4. TERMINATION**

10 A Breach of Contract - COUNTY may immediately suspend or terminate this
11 Agreement in whole or in part, where in the determination of COUNTY there is:

- 12 1) An illegal or improper use of funds;
- 13 2) A failure to comply with any term of this Agreement;
- 14 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 15 4) Improperly performed service.

16 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
17 any breach of this Agreement or any default which may then exist on the part of SUBRECIPIENT.
18 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
19 breach or default. COUNTY shall have the right to demand of SUBRECIPIENT the repayment to
20 COUNTY of any funds disbursed to SUBRECIPIENT under this Agreement, which were not expended
21 in accordance with the terms of this Agreement. SUBRECIPIENT shall promptly refund any such funds
22 upon demand or, at COUNTY option, such repayment shall be deducted from future payments owing
23 to SUBRECIPIENT under this Agreement.

24 B. Without Cause - Under circumstances other than those set forth above, this
25 Agreement may be terminated by SUBRECIPIENT or COUNTY or COUNTY's DSS Director or
26 designee upon the giving of thirty (30) days advance written notice to the other party of the intention to
27 terminate the Agreement.

28 ///

1 **5. COMPENSATION**

2 For actual services provided as identified in the terms and conditions of this Agreement,
3 including Exhibit A, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive
4 compensation in accordance with Exhibit B, attached here to and by this reference incorporated
5 herein.

6 In no event shall compensation for services performed under this Agreement be in
7 excess of three hundred seventy nine thousand two hundred twenty two dollars (\$379,222) for the
8 period of July 1, 2020 to June 30, 2021. In no event shall compensation for services performed under
9 this Agreement be in excess of three hundred ninety eight thousand one hundred eighty three dollars
10 (\$398,183) for the period of July 1, 2021 to June 30, 2022. In no event shall compensation for services
11 performed under this Agreement be in excess of four hundred eighteen thousand ninety two dollars
12 (\$418,092) for the period of July 1, 2022 to June 30, 2023. In no event shall compensation for services
13 performed under this Agreement be in excess of four hundred thirty eight thousand nine hundred
14 ninety six dollars (\$438,996) for the period of July 1, 2023 to June 30, 2024. In no event shall
15 compensation for services performed under this Agreement be in excess of four hundred sixty
16 thousand nine hundred forty six dollars (\$460,946) for the period of July 1, 2024 to June 30, 2025.
17 The maximum obligation of COUNTY under this agreement over the five year term shall not be in
18 excess of two million ninety five thousand four hundred thirty nine dollars (\$2,095,439), in accordance
19 with Exhibit B, or the actual federal share of allowable federal costs, whichever is less. COUNTY shall
20 submit a quarterly claim to California Department of Social Services (CDSS) for reimbursement from
21 Title IV-E for allowable activities. SUBRECIPIENT should expect payment of Title IV-E funds after
22 reimbursement is received by the COUNTY from CDSS ninety (90) days after submission of draw
23 down claim or as shown in Exhibit A Section 2.

24 SUBRECIPIENT is responsible for the MATCH amount, which is estimated at 50% to
25 60% of the total program cost, representing the non-federal share of cost calculated at the federal
26 discount rate. SUBRECIPIENT shall certify the expenditure of this share of cost, and that these funds
27 were not used as a match to any other federal program. The MATCH shall be documented on a
28 quarterly claim and must be expended in order to claim Title IV-E reimbursement. SUBRECIPIENT is

1 responsible to conduct a month long Time Study for each quarterly claim filed or as shown in Exhibit A
2 Section 3.

3 **6. INVOICING**

4 SUBRECIPIENT shall file claims to COUNTY's DSS in arrears by the fifteenth (15th)
5 day after services rendered in the previous quarter to: DSSinvoices@fresnocountyca.gov. Claims
6 provided to COUNTY shall have the Non-Federal Discount Rate applied to the total cost of the invoice
7 prior to submitting to COUNTY.

8 At the discretion of COUNTY' s DSS Director or designee, if a claim is incorrect or is
9 otherwise not in proper form or substance, COUNTY's DSS shall have the right to deny said claims. If
10 claim is denied, COUNTY will provide SUBRECIPEINT the opportunity to correct the error and
11 resubmit claim within the approved timelines. In the event SUBRECIPIENT fails to file a claim for a
12 portion or the whole quarter, SUBRECIPIENT may submit a claim with the proceeding claim period.

13 In the event the COUNTY or SUBRECIPIENT make an error in any claim, the COUNTY
14 or SUBRECIPIENT may submit a corrected claim as shown in Exhibit A Section 2. COUNTY's
15 obligation for payment to SUBRECIPIENT under this Agreement will be limited to the amounts
16 claimed, including corrected claims, as reimbursed by CDSS.

17 **7. MODIFICATION**

18 Any matters of this Agreement may be modified from time to time by the written consent
19 of all the parties without, in any way, affecting the remainder.

20 **8. INDEPENDENT CONTRACTOR**

21 In performance of the work, duties, and obligations assumed by SUBRECIPIENT under
22 this Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of
23 SUBRECIPIENT's officers, agents, and employees will at all times be acting and performing as an
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
25 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right
26 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work
27 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
28 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

1 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and
2 the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
3 directly or indirectly the subject of this Agreement.

4 Because of its status as an independent contractor, SUBRECIPIENT shall have
5 absolutely no right to employment rights and benefits available to COUNTY employees.
6 SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees
7 all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and
8 save COUNTY harmless from all matters relating to payment of SUBRECIPIENT's employees,
9 including compliance with Social Security, withholding, and all other regulations governing such
10 matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing
11 services to others unrelated to COUNTY or to this Agreement.

12 **9. NON-ASSIGNMENT**

13 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
14 duties under this Agreement without the prior written consent of the other party.

15 **10. HOLD-HARMLESS**

16 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY's request,
17 defend COUNTY, its officers, agents, and employees from any and all costs and expenses, damages,
18 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or
19 failure to perform, by SUBRECIPIENT, its officers, agents, or employees under this Agreement, and
20 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
21 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
22 perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement.

23 COUNTY agrees to indemnify, save, hold harmless, and at SUBRECIPIENT's request,
24 defend SUBRECIPIENT, its officers, agents, and employees from any and all costs and expenses,
25 damages, liabilities, claims, and losses occurring or resulting to SUBRECIPIENT in connection with
26 the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this
27 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses
28 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the

1 performance, or failure to perform, of COUNTY, its officers, agents, or employees under this
2 Agreement.

3 In addition, SUBRECIPIENT agrees to indemnify, save, hold harmless, and at
4 COUNTY's request, defend COUNTY, its officer, agents and employees from any and all costs and
5 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
6 with any claim that a foster youth, for whom SUBRECIPIENT or any school districts within Fresno
7 County had responsibilities under the Individuals with Disabilities Education Act (20 U.S.C. section
8 1400 et seq.), was denied a free appropriate public education (FAPE).

9 **11. INSURANCE**

10 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or
11 any third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the
12 following insurance policies or a program of self-insurance, including but not limited to, an insurance
13 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than Two Million
16 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
17 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.
18 COUNTY may require specific coverages including completed operations,
19 products liability, contractual liability, Explosion-Collapse-Underground, fire legal
20 liability or any other liability insurance deemed necessary because of the nature
21 of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits of not less than One
24 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
25 damages. Coverage should include any auto used in connection with this
26 Agreement.

27 C. Professional Liability

28 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N.,
L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with
limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three
Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the
California Labor Code.

SUBRECIPIENT shall obtain endorsements to the Commercial General Liability

1 insurance naming the County of Fresno, its officers, agents, and employees, individually and
2 collectively, as additional insured, but only insofar as the operations under this Agreement are
3 concerned. Such coverage for additional insured shall apply as primary insurance and any other
4 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
5 excess only and not contributing with insurance provided under SUBRECIPIENT's policies herein. This
6 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written
7 notice given to COUNTY.

8 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents,
9 and employees any amounts paid by the policy of worker's compensation insurance required by this
10 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may
11 be necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation
12 under this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

13 Within thirty (30) days from the date SUBRECIPIENT executes this Agreement,
14 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
15 foregoing policies, as required herein, to the County of Fresno, DSS Administration, P.O. Box 1912,
16 Fresno, CA 93718-1912, Attention: DSS Staff Analyst, stating that such insurance coverage have
17 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
18 not be responsible for any premiums on the policies; that such Commercial General Liability insurance
19 names the County of Fresno, its officers, agents and employees, individually and collectively, as
20 additional insured, but only insofar as the operations under this Agreement are concerned; that such
21 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
22 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
23 contributing with insurance provided under SUBRECIPIENT's policies herein; and that this insurance
24 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given
25 to COUNTY.

26 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as
27 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
28 this Agreement upon the occurrence of such event.

1 All policies shall be with admitted insurers licensed to do business in the State of
2 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best,
3 Inc. rating of A FSC VII or better.

4 **12. SUBCONTRACTS**

5 SUBRECIPIENT shall obtain written approval from COUNTY's DSS Director, or
6 designee before subcontracting any of the services delivered under this Agreement. Any transferee,
7 assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all
8 applicable State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by
9 COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise
10 expressly agreed to in writing by COUNTY's DSS Director, or designee. The use of subcontractors by
11 SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation that is provided for
12 under this Agreement.

13 **13. CONFIDENTIALITY**

14 Both Parties and their officers, employees, agents and subcontractors shall comply with
15 W&I Code Section 10850, 45 CFR Section 205.50 and all other applicable provisions of law which
16 provide for the confidentiality of records and prohibit their being opened for examination for any
17 purpose not directly connected with the administration of public social services. Whether or not
18 covered by W&I Code Section 10850 or by 45 CFR Section 205.50, confidential medical or personnel
19 records and the identities of clients and complainants shall not be disclosed unless there is proper
20 consent to such disclosure or a court order requiring disclosure. Confidential information gained by
21 SUBRECIPIENT from access to any such records, and from contact with its clients and complainants,
22 shall be used by SUBRECIPIENT only in connection with its conduct of the program under this
23 contract. COUNTY, through the Director, shall have access to such confidential information and
24 records to the extent allowed by law and such information and records in the hands of COUNTY shall
25 remain confidential and may be disclosed only as permitted by law.

26 Additionally, both parties and their officers, employees, agents and subcontractors shall
27 comply with W&I Code section 825 and 827 et seq., and all other applicable provisions of law, relating
28 to the confidentiality of juvenile case files and documents.

1 **14. RECORDS**

2 SUBRECIPIENT shall prepare and maintain all reports and records that may be
3 required by Federal, State or COUNTY rules and regulations and shall furnish such reports and
4 records to COUNTY and to the State and Federal governments, upon request.

5 SUBRECIPIENT shall maintain and preserve all records related to this Agreement (and
6 shall assure the maintenance of such records in the possession of any third party performing work
7 related to this Agreement) for a period of five (5) years from the date of final payment under this
8 AGREEMENT and beyond the five year period until any pending litigation, claim, negotiation, audit
9 exception or other action involving this contract is resolved.

10 **15. AUDITS AND INSPECTIONS**

11 SUBRECIPIENT shall at any time during business hours, and as often as COUNTY
12 may deem necessary, make available to COUNTY for examination all of its records and data with
13 respect to the matters covered by this Agreement. SUBRECIPIENT shall, upon request by COUNTY,
14 permit COUNTY to audit and inspect all such records and data necessary to ensure SUBRECIPIENT's
15 compliance with the terms of this Agreement.

16 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
17 SUBRECIPIENT shall be subject to the examination and audit of the State of California Auditor
18 General for a period of three (3) years after final payment under contract (California Government Code
19 section 8546.7).

20 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal
21 review process and comply with all final determinations rendered by the COUNTY's fiscal review
22 process. If COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to
23 consumers, it may result in the disallowance of payment for services rendered, or in additional controls
24 to the delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS
25 Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered
26 due to SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount
27 previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from
28 SUBRECIPIENT's future payments, at the discretion of COUNTY's DSS Director or designee. In

1 addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes,
2 decisions and actions.

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

5 SUBRECIPIENT shall provide audit records in compliance with 2 CFR part 200
6 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit
7 annually. Failure to do so may end in the denial of payment under this or subsequent Agreement's.

8 **16. SINGLE AUDIT CLAUSE**

9 As a sub recipient of Federal financial assistance, SUBRECIPIENT agrees to provide
10 copies of their audit reports, performed in accordance with the requirements of the Single Audit Act of
11 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB)
12 Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to
13 COUNTY's DSS, for review not later than nine (9) months after the close of the subrecipients' fiscal
14 year in which the funds supplied through this Agreement are expended and/or received for this
15 program. The audits must include a statement of findings or a statement that there were no findings.
16 If there were negative findings, SUBRECIPIENT must include a corrective action plan signed by an
17 authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary
18 audit tasks, or, at COUNTY's option, contracting with a qualified accountant to perform this audit. All
19 audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take
20 corrective actions to eliminate any material noncompliance or weakness found as a result of such
21 audits. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as
22 determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

23 **17. NOTICE**

24 The persons and their addresses having authority to give and receive notices under this
25 Agreement include the following:

26 COUNTY
27 Director, Department of
28 Social Services
 PO BOX 1912
 Fresno, CA 93718-1912

 SUBRECIPIENT
 Superintendent, Fresno County
 Superintendent of Schools
 1111 Van Ness Avenue
 Fresno, CA 93721

1 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
2 Agreement must be in writing and delivered either by personal service, by first-class United States
3 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
4 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
5 United States mail is effective three COUNTY business days after deposit in the United States mail,
6 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
7 service is effective one COUNTY business day after deposit with the overnight commercial courier
8 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
9 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
10 completed (but, if such transmission is completed outside of COUNTY business hours, then such
11 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
12 that the sender maintains a machine record of the completed transmission. For all claims arising out
13 of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
14 presentation requirements or procedures provided by law, including but not limited to the Government
15 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

16 **18. ENTIRE AGREEMENT**

17 This Agreement, including all Exhibits, constitutes the entire Agreement between
18 SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous
19 agreement negotiations, proposals, commitments, writings, advertisements, publications and
20 understandings of any nature whatsoever unless expressly included in this Agreement.

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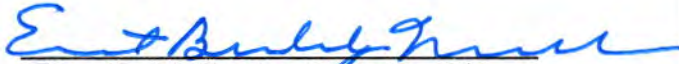
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **Fresno County Superintendent of Schools**

COUNTY OF FRESNO

5 
6 (Authorized Signature)



Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of

7 **Dr. Kathryn Catania, Deputy Superintendent**

8 Print Name & Title


9 1111 Van Ness Avenue
10 Fresno, CA 93721

11 Mailing Address

ATTEST:

12 BERNICE E. SEIDEL
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By:


Deputy

16 FOR ACCOUNTING USE ONLY:

17 Fund: 0001/10000
18 ORG: 56107001
19 Account: 7870/0

20
21
22
23
24 Mailing Address:
25 1111 Van Ness Avenue
26 Fresno, CA 93721
27 Phone No.: (559) 265-3000
28 Contact: Director, Foster Youth Services Coordinating Program

Title IV-E Activities, Claims, and Procedures

Organization: Fresno County Superintendent of Schools
Address: 1111 Van Ness Avenue
 Fresno, CA 93721
Telephone: (559) 265-3000
Contact: Pamela Hancock

1. Activity	Non-exclusive examples of FYSCP Services & Activities
Working with Child Welfare Department to minimize changes in school placement	<ul style="list-style-type: none"> - Processing potential school change forms - Trainings, inquiries, professional development, advisory.
Support Local Educational Agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in Foster Care is quickly enrolled in classes	<ul style="list-style-type: none"> - Foster Focus – Child Welfare Services / Case Management System report/uploads - Foster Focus- uploading/scanning records such as transcripts, education documents - Advocacy/emails to award partial credits, inquiries, trainings, professional development - Records requests and transfer of records to/from schools, facilitating transfer - Maintaining Foster Focus database, consulting, training
Provide education-related information to the Child Welfare Department to assist in delivering services to, educational status and progress information required for inclusion in court reports	<ul style="list-style-type: none"> - Maintaining Foster Focus database, consulting, professional development, training - Transfer of educational records to the Child Welfare Department Education Liaisons or Social Workers, Probation Officers. - Providing educational information through email to the Child Welfare Department Education Liaison, Social Workers, Probation Officers.
Respond to requests from the juvenile court for information and work with the court to ensure the delivery or coordination of necessary educational services	<ul style="list-style-type: none"> - Training professional development - Inquires

Activity	FYSCP Services & Activities Examples
Work to obtain, identify and link children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children	<ul style="list-style-type: none"> - Emails consulting with counselors, foster parents and teachers - Academic counseling referral (referring student to their counselor after iPlan consultation) - Independent Living Program referral - Infant/preschool/head start/intervention referral - Referral for birth certificate - Referral for California identification card - Referral to district for tutoring, academic intervention, or other district services - Summer enrichment programs – referrals, recruiting - Referral to college support programs (Next Up/ Renaissance Scholars, etc.) - College/career events (preparation only)
Facilitating communication between the foster care provider, the teacher, and any other school staff or education service providers for the child	<ul style="list-style-type: none"> - JV-535 uploads so districts can identify who holds education rights - Contact list – when people are referred to Education Liaisons - Link Child Welfare Education Liaison, Social Worker, Probation Officer, etc. - iPlan (inquiries)
Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care	<ul style="list-style-type: none"> - Preparation for trainings/workshops and conducting trainings - College/career events (planning) - iPlan development - Adult/counselor iPlan trainings
Referring foster care provider of foster youth who have special education programs & services	<ul style="list-style-type: none"> - Consultation or referral to district special education contacts
Refer Foster Youth to Educational Support and Services	<ul style="list-style-type: none"> - Emails consulting with counselors, foster care provider and teachers - Academic counseling referral (referring student to their counselor after iPlan consultation) - Independent Living Program referral - Infant/preschool/head start/intervention referral - Referral for birth certificate - Referral for California identification card - Referral to district for tutoring, academic intervention, or other district services - Summer enrichment programs – referrals, recruiting - Referral to college support programs (Next Up/ Renaissance Scholars, etc.) - College/career events (preparation only) - Inquiries - Staff meetings, advisory meeting

Activity	FYSCP Services & Activities Examples
Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, 1) Mentoring, 2) Counseling, 3) Transitional Services, & 4) Emancipation Services	<ul style="list-style-type: none"> - Emails consulting with counselors, foster care provider and teachers - Academic counseling referral (referring student to their counselor after iPlan consultation) - Independent Living Program referral - Infant/preschool/head start/intervention referral - Referral for birth certificate - Referral for California identification card - Referral to District for tutoring, academic intervention, or other district services - Summer enrichment programs – referrals, recruiting - Referral to college support programs (Next Up/ Renaissance Scholars, etc.) - College/career events (preparation only)
Facilitation of timely Individualized Education Programs	<ul style="list-style-type: none"> - Consultation or referral to district special education contacts
Establishing collaborative relationships & local advisory groups	<ul style="list-style-type: none"> - Advisory Committee meetings - Other committee meetings (Foster Care and Oversight, Early Childhood Collaborative, ACCESS, etc.) - Planning meetings - Staffing meetings
Establish a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport	<ul style="list-style-type: none"> - Data/database consultation and development. - Foster Focus database maintenance (uploads, new users, training)
Providing regular updates on the status, grades, and performance of Fresno County Foster Youth	<ul style="list-style-type: none"> - Transcript analysis - Foster Focus database entries - Communication with counselors of student needs after iPlan consultation - Communication regarding academic progress - Maintenance
Tracking Data & reporting outcomes within the time schedule established in joint agreement with Child Welfare Department	<ul style="list-style-type: none"> - Data processed for presentations, agencies, etc. - Automation Specialist activities

2. Claims:

Claims to be sent to: DSSinvoices@fresnocountyca.gov

Billing Quarter	Months	Claim Submission Deadline	Expected Title IV-E Payment To FCSS (90 Days)	Corrected Claims Submission Deadline	Corrected Claims Expected Title IV-E Payment To FCSS
1	July, August, September	October 15th	January	4th Quarter claim	October
2	October, November, December	January 15th	April	1st Quarter claim	January
3	January, February, March	May 15th	July	2nd Quarter claim	April
4	April, May, June	July 15 th	October	3rd Quarter claim	July

3. Procedures

A month long Time Study will be conducted for each quarterly claim filed by FCSS.

Quarter	Quarterly Time Study is Conducted for Following Months	Corresponding Months in Quarter
1	August 1 through August 31 st	July, August , September
2	November 1 st through November 30 th	October, November , December
3	February 1 st through February 28 th /29 th	January, February , March
4	May 1 st through May 30 th	April, May , June

4. Sample Claim Form

As provided by the State of California All County Letter (ACL) No. 16-91, attached on the following page.

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

QUARTERLY BUDGET & INVOICE

FOR THE QUARTER OF: _____

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

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

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

Authorized Signature

Print Name / Title

Date

Approved for Payment:

Authorize County Representative

Date

Fresno County Superintendent of Schools - Foster Youth Services
Maximum Eligible Title IV E Draw Down

Budget Breakdown of Eligible Activities

	Percent	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total FCSS Budget		\$ 2,012,852	\$ 2,113,495	\$ 2,219,170	\$ 2,330,129	\$ 2,446,635
Non-Eligible Activities	37.20%	\$ 748,781	\$ 786,220	\$ 825,531	\$ 866,808	\$ 910,148
Eligible Title IV E Activities	62.80%	\$ 1,264,071	\$ 1,327,275	\$ 1,393,639	\$ 1,463,321	\$ 1,536,487

Breakdown of Eligible Activities / Federal and Non-Federal

	Percent	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
All Eligible Title IV E Activities		\$ 1,264,071	\$ 1,327,275	\$ 1,393,639	\$ 1,463,321	\$ 1,536,487
Non-Federal Eligible Activities (Non-Federal Discount Rate)	40.00%	\$ 505,628	\$ 530,910	\$ 557,456	\$ 585,328	\$ 614,595
Federally Eligible Activities	60.00%	\$ 758,443	\$ 796,365	\$ 836,183	\$ 877,993	\$ 921,892

Breakdown of Federally Eligible Activities

	Percent	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Federally Eligible Activities		\$ 758,443	\$ 796,365	\$ 836,183	\$ 877,993	\$ 921,892
Federal Financial Participation Rate	50.00%	\$ 379,221	\$ 398,182	\$ 418,091	\$ 438,996	\$ 460,946
Total Allowable Federal Cost (Annual Title IVE Draw Down)		\$ 379,222	\$ 398,183	\$ 418,092	\$ 438,996	\$ 460,946

Total Five Year Cumulative Draw Down

\$ 2,095,439