



AGENDA ITEM NO.
C-14

COUNTY OF HUMBOLDT

For the meeting of: January 19, 2016

Date: December 22, 2015

To: Board of Supervisors

From: Connie Beck, Interim Director *CBW*
Department of Health and Human Services – Social Services

Subject: Memorandum of Understanding with California Department of Social Services (CDSS) for the Permanency Innovations Initiative (PII)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) with the California Department of Social Services to allow the Department of Health and Human Services (DHHS)-Social Services to continue its participation in the California Partners for Permanency project, pursuant to the federally funded Permanency Innovations Initiative; and
2. Authorize the Director of DHHS-Social Services to sign the MOU and any amendments to this MOU that may occur during the term; and
3. Direct the Clerk of the Board to route one (1) fully executed agenda item to the DHHS-Contract Unit for forwarding to DHHS-Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Sharon Wolff, Administrative Analyst II CAO Approval *E. Hayes*

REVIEW: Auditor *MBM* County Counsel *HJ* Personnel _____ Risk Manager *KL* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Sundberg, Fennell, Lovelace, Bass, Bohn

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-4

Meeting of: 5/3/11

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Jan 19, 2016

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

DISCUSSION:

In October 2010, the California Department of Social Services (CDSS) received a five-year Permanency Innovations Initiative (PII) grant from the Federal Administration for Children & Families. The grant provided the means to create a collaborative initiative, the California Partners for Permanency (CAPP), with the goal of reducing the number of children in long-term foster care. The project focused on populations that are over-represented in the state's child welfare system, with the initial focus on African American and Native American children and families. Four early implementation counties were selected for the partnership: Humboldt, Fresno, Santa Clara and Los Angeles. These four counties were chosen due to substantial prior experience implementing innovative child welfare strategies as well as having a significant representation of the target populations.

The aim of the CAPP project has been to integrate promising permanency practices into a child welfare practice model, ensuring a laser-like focus on permanency for all cases, from the very beginning and then throughout the life of a case. The CAPP project continues to address fundamental local and statewide capacity and systemic issues to ensure effective implementation and sustainability. The project has been focused on implementation in order to provide effective, integrated, efficient and sustainable support systems for the promising permanency practices. A number of permanency strategies are currently underway in multiple counties.

On May 3, 2011 (item C-4), the Board approved a MOU with CDSS for CAPP services that had a term date of October 1, 2010 through September 29, 2015. In Humboldt County, the focus for CAPP activities has been to improve permanency outcomes for Native American children, who are disproportionately represented throughout the county's child welfare system. Project goals have been to both reduce long-term foster care and improve child well-being with comprehensive systemic change within the child welfare system. DHHS desires to renew the MOU with CDSS for CAPP services which will enable DHHS to continue its integration of these strategies into an improved practice model.

Key elements of the improved integrated practice model will include:

- Family Finding and Engagement
- Family Team Meetings and Permanency Teaming
- Culturally Responsive Family Engagement
- Cultural Coaching for Staff and Community Partners
- Coaching all levels of staff in the Humboldt Practice Model
- Integrated Mental and Behavioral Health Assessment and Treatment
- Innovative Family, Caregiver and Child/Youth Engagement Strategies
- Post Permanency Supports

At the CAPP project's completion, the goal will be to have implemented changes in child welfare systems so that there are not only fewer children and youth in long-term foster care, but also fewer entries into foster care in the first place. Helping children and youth stay connected with family members and others who can love and care for them is a critical part of the solution. The extension of this project will allow Humboldt County to continue its participation in this critical program in order to better protect the most vulnerable and disproportionately impacted populations.

Therefore, DHHS requests the BOS to approve the MOU with CDSS to extend the County's commitment to participate in the CAPP project, pursuant to the federally-funded Permanency Innovations Initiative and to authorize the Director of the DHHS-Social Services to sign the MOU and any amendments to the MOU. The MOU was unable to come before the Board prior to the MOU's effective date due to CDSS's need to modify an inadvertent typographical error within the MOU.

FINANCIAL IMPACT:

Humboldt County received approximately \$1.7 million over the original five-year period of the federally-funded project. There is a carry-over amount of \$201,375 that will be utilized during this extension period to continue implementation. These are 100% federal dollars that were included in the county approved budget in fund 1160, budget unit 508 – Child Welfare Services. There will be no impact to the County General Fund.

The MOU supports the Board’s Strategic Framework by creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the execution of this MOU, but it is not recommended as the County would not be able to extend its ongoing participation in the California Partners for Permanency project and utilize carry-over grant funds towards that purpose.

ATTACHMENTS:

Attachment 1: Memorandum of Understanding between California Department of Social Services and the County of Humboldt Department of Health and Human Services.

**Memorandum of Understanding
between
California Department of Social Services
and
The County of Humboldt
Department of Health and Human Services**

I. Authority

The California Department of Social Services (CDSS) and the County of Humboldt Department of Health and Human 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 Humboldt Department of Health and Human 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: Ms. Barbara Lahaie, Assistant Director of Programs
County of Humboldt Department of Health and Human Services
929 Koster Street
Eureka, CA 95501

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

COUNTY OF HUMBOLDT
Department of Health and Human Services

By: _____
Deborah Pearce, Chief
Contracts and Purchasing Bureau

By: _____
Director

Date: _____

Date: _____