**MEMORANDUM OF UNDERSTANDING #118-M1610**

This Agreement is entered into by and between the County of El Dorado Health and Human Services Agency, a political subdivision of the State of California (hereinafter referred to as "HHSA") and El Dorado County Probation Department (hereinafter referred to as "PD"), and supersedes all previous agreements between PD and HHSA relative to the Foster Care Maintenance Payment Program, including Memorandum of Understanding #089-M0410 and #303-M0710, and any amendments thereto;

 **RECITALS**

**WHEREAS**, HHSA,as the County agency responsible for the implementation of the State plan for the 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 publicly operated Probation facilities and for taking all necessary actions to assure maximum utilization of available funds for such purposes; and

**WHEREAS**, Pursuant to of the California Welfare and Institutions Code (WIC), Section 727.1 (2), the PD has the responsibility to establish, operate and maintain, or to contract with certain other entities for the operation and maintenance of various programs for the reception, care, and treatment of children placed in its custody by the Juvenile Court; and

**WHEREAS**, Section 472 of the Federal Social Security Act requires that, in order to be eligible for Federal funds under Title IV-E Foster Care and Adoption Assistance Programs, for a child who is a candidate for foster care or for a child who is placed with any public agency other than the single State agency supervising the administration of the Program, there must be in effect an agreement between the single State agency and such other public agency, including provisions for insuring compliance with the Title IV-E State Plan requirements; and

**WHEREAS**, Section 472 of the Federal Social Security Act further requires that in order to be eligible for Federal funds under Title IV-E Foster Care and Adoption Assistance Programs, a child must have been removed from the home of a parent or relative as a result of judicial determination or a voluntary placement agreement; and

**WHEREAS**, Pursuant to Section 727 of WIC, the Juvenile Court may place persons adjudicated as wards of the Court directly with the PD; and

**WHEREAS**, Pursuant to Assembly Bill 575 (Chapter 997, Statutes of 1999), the responsibilities and placement activities to be performed by the PD and HHSA for wards appropriately placed in foster care are hereby clarified. The same judicial oversight and legal requirements provided to dependents are also provided to delinquents placed in foster care; and

**WHEREAS,** pursuant to California Department of Social Services (CDSS) All County Letter No. 06-15, issued August 4, 2006, an update is required to this Memorandum of Understanding to include County procedures when there has been a report of abuse for a probation ward in out-of-home placement; and

**WHEREAS**, pursuant to CDSS Manual of Policies and Procedures, hereinafter referred to as MPP Section 45-201.4, the PD shall provide pre-placement preventive services, preparation of a written assessment and case plan, family reunification or permanent placement services as appropriate, regular visits with the child, periodic status reviews and permanency planning hearings;

**NOW THEREFORE**, the parties mutually agree as follows:

**I. RESPONSIBLITIES**

1. **PD Responsibilities**
	1. PD agrees to provide pre-placement preventive services to children placed into foster care and document in the services case record why provision of these services was not successful in maintaining the child with his or her family (MPP 45-201).
		1. The provision of pre-placement preventive services shall not be required when the current authority for placement of the child is either:
			1. Relinquishment of the child by one or more parents or termination of the parental rights of one or more parents; or
			2. Non-related legal guardianship.
	2. PD agrees to release a minor to the custody of his or her parent, legal guardian or responsible relative unless it can be demonstrated upon the evidence before the court that the continuance in the home is contrary to the child’s welfare (WIC Section 628).
		1. The court shall make a determination on the record whether continuance in the home of the parent or legal guardian is contrary to the child’s welfare, whether reasonable efforts were made to prevent or eliminate the need for removal of the child from his or her home, and whether there are available services that would prevent the need for further detention (WIC Section 636).
	3. PD agrees that the placement selection shall be based upon selection of a safe setting that is the least restrictive or most family like, and the most appropriate setting that is available and in close proximity to the parent’s home, consistent with the selection of the environment best suited to meet the child’s needs and best interests (WIC §727.1(a)).
	4. PDagrees to be responsible for completing a written assessment/case plan for all children eligible for Title IV-E. The case plan shall be completed within 30 calendar days from the initial removal or by the date of the disposition hearing, whichever occurs first. The written case plan shall include, but not be limited to, the following:
		1. A description of the circumstances that resulted in the child being placed under the supervision of the PD and in foster care;
		2. An assessment of the child’s needs and the type of placement best equipped to meet them;
		3. A description of the type of home or institution in which a child is to be placed;
		4. Specific time-limited goals and related activities designed to enable the safe return of the minor to his or her home, or in the event that return to his or her home is not possible, activities designed to result in permanent placement or emancipation;
		5. The projected date of completion of the case plan objectives and the date services will be terminated;
		6. Scheduled visits between the child and his or her family and an explanation if no visits are made;
		7. Monthly visits between the child and the probation officer in accordance with MPP 31-320;
		8. Health and education information about the child, school records, immunizations, known medical problems, and any known medications the child may be taking, names and addresses of the child’s health and educational providers; the child’s grade level performance; assurances that the child’s placement in foster care takes into account other relevant health and educational information;
		9. When placement is made in a foster family home, group home, or other child care institution that is either a substantial distance from the home of the child’s parent or legal guardian or out-of-state, the case plan shall specify the reasons why the placement is the most appropriate and is in the best interest of the child;
		10. When out-of-home services are used and the goal is reunification, the case plan shall describe the services to be provided to assist in reunification and the services to be provided concurrently to achieve legal permanency if efforts to reunify fail;
		11. When out-of-home services are used and the child’s case plan does not provide for adoptive placement, the case plan shall include documentation of the compelling reason or reasons why termination of parental rights is not in the child’s best interest. For purposes of this subdivision, the phrase “compelling reasons” shall have the same meaning as in WIC §727.3 (c);
		12. If applicable, efforts to make it possible to place siblings together, unless it has been determined that placement together is not in the best interest of one or more siblings;
		13. Parents, legal guardians and the child shall have an opportunity to participate in the development of the case plan, to review the case plan, to sign it whenever possible and to receive a copy of the plan;
		14. For a child in out-of-home care who is 16 years of age or older, a written Transitional Independent Living Plan shall be completed, describing the available programs and appropriate services in which the child will participate to prepare for the transition from foster care to independent living;
		15. How PD plans to carry out the judicial determination made with respect to the child;
		16. A plan for assuring that the child receives proper care and that services are provided to the child, the parents of the child and the child’s foster parents which are designed to improve the conditions in the home from which the child was placed;
		17. A plan to facilitate the child’s return to his own home or that of a suitable relative, or the permanent placement of the child;
		18. A discussion of the appropriateness of the services that are contained under the plan for each child.
	5. PD agrees to furnish the services deemed necessary by the written case plan.
	6. PD agrees to be responsible for the implementation of a case review system for each eligible child placed in its care which shall ensure that:
		1. The status of every child declared a ward and placed in foster care shall be reviewed at the time of the initial placement order and then as determined by the court but no less frequently than once every six months. At each status review hearing, the court shall consider the safety of the child and determine items i) through iv) below.
			1. The continuing necessity for and appropriateness of the placement;
			2. The extent of the PD’s compliance with the case plan in making reasonable efforts to safely return the child to the child’s home or to complete whatever steps are necessary to finalize the permanent placement of the child;
			3. The extent of progress that has been made toward alleviating or mitigating the causes necessitating placement in foster care;
			4. The likely date by which the child may be returned to and safely maintained in the home, placed for legal guardianship or adoption, or permanently placed with a fit and willing relative or referred to another planned permanent living arrangement (WIC §727.2(e)(5));
		2. Each updated case plan shall include a description of the services that have been provided to the child under the plan and an evaluation of the appropriateness and effectiveness of those services;
		3. There shall be a permanency planning hearing within 12 months of the date the child entered foster care and periodically thereafter, but no less frequently than every 12 months during the period of placement. The permanency hearing shall determine the permanent plan for the child including, but not limited to, whether the child should be returned to the parent or legal guardian. If the child is not returned to a parent or legal guardian at the permanency hearing, the court shall determine whether or not the child should be referred for adoption proceedings, for legal guardian ship, or to an alternative planned permanent living arrangement, including whether, because of the child’s special needs or circumstances, the child should be continued in foster care on a permanent basis (WIC Section 727.3(a)(1));
		4. Notice of any hearing pursuant to WIC §727, 727.2, or 727.3 shall be mailed by the probation officer to the minor, the minor’s parent or guardian, any adult provider of care to the minor including, but not limited to, foster parents, relative caregivers, preadoptive parents, community care facility, or foster family agency and to the counsel of record if the counsel of record was not present at the time that the hearing was set by the court, by first-class mail addressed to the last known address of the person to be notified, or shall be personally served on those persons, not earlier than 30 days nor later than 15 days preceding the date of the hearing. The notice shall contain a statement regarding the nature of the status review or permanency planning hearing and any change in the custody or status of the minor being recommended by the probation department. The notice shall also include a statement informing the foster parents, relative caregivers or preadoptive parents that he or she may attend all hearings or may submit any information he or she deems relevant to the court in writing. The foster parents, relative caregiver, and preadoptive parents are entitled to notice and opportunity to be heard but need not be made parties to the proceedings. Proof of notice shall be filed with the court (WIC Section 727.4 (a));
		5. A social study report made by a probation officer that is received into evidence by the court shall include, but is not limited to, the factual material in items i) through vii) below.
			1. Progress toward goals established in the case plan previously submitted to the court;
			2. The extent of progress that has been made toward alleviating or mitigating the causes necessitating placement in foster care;
			3. The safety of the child and the continuing necessity for and appropriateness of the placement;
			4. A likely date by which the child may be returned to and safely maintained in the home or placed for adoption or legal guardianship;
			5. An updated case plan as specified in WIC §706.6;
			6. Whether the child has been or will be referred to educational services and what services the child is receiving, including special education and related services if the child has exceptional needs;
			7. Whether the right of the parent or guardian to make educational decisions for the child should be limited by the court pursuant to Section 7579.5 of the Government Code (WIC §706.5(b)(6));
		6. Procedural safeguards shall be applied to assure each child in foster care under the supervision of PD shall receive a Dispositional Hearing to be held in the Juvenile Court, no later than 18 months after the detention hearing and periodically thereafter during the continuation of foster care as required by statute. Such hearing shall determine that future status of the child including, but not limited, to whether the child should be returned to the parent(s), or should be continued in foster care for a specified period. Procedural safeguards shall also be applied with respect to parental rights pertaining to the removal of the child from the home of his parents, to a change in the child’s placement, and to any determination affecting visitation privileges of parents. Should any Title IV-E eligible child in a custody of PD, parent of such a child, or child advocate believe procedural safeguards have not been properly taken, a fair hearing may be requested to review the matter.
	7. PD agrees to report all cases of child neglect, abuse or exploitation pursuant to Sections 11164-11172 of the California Penal Code, including reports of child neglect, abuse or exploitation in out of home care.
	8. PD agrees that when a report of child neglect, abuse, or exploitation is received that occurred in a probation out-of-home placement in El Dorado County, and an investigation is required, whether immediate or not, the investigation shall be assigned to a HHSA Children’s Welfare Services (CWS) social worker. PD agrees to work in collaboration with HHSA in a joint investigation towards the disposition of the referral.
	9. PD agrees that when a report of child neglect, abuse, or exploitation is received that occurred in a probation out-of-home placement outside El Dorado County, and an investigation is required, the investigation shall be assigned to the PD as the lead agency. A HHSA CWS supervisor shall be assigned to consult with and guide the PD in the investigation and disposition of the referral. PD is responsible to obtain and provide all necessary information to HHSA in order to document the investigation and conclusion following regulatory time lines.
	10. PD agrees that when a report of child neglect, abuse, or exploitation is received that occurred in a probation out-of-home placement outside El Dorado County, and it appears that an immediate investigation is required, PD shall work with the Probation Department and the Social Services Department in the county of placement to ensure immediate investigation and safety of the child in the placement county. PD shall ensure documentation of the investigation and disposition in the Child Welfare Services Case Management System (CWS/CMS).
	11. PD agrees that when PD is the lead agency in an investigation, PD shall arrange for joint investigation with law enforcement, if applicable.
	12. PD agrees that when PD is the lead agency in an investigation, PD shall make a referral to the child abuse hotline as required of a mandated reporter, if, in the course of the investigation, PD suspects that other children have been abused or neglected.
	13. PD shall complete and send the Department of Justice (DOJ) Child Abuse Investigation Report form, SS3583 on every referral assigned to PD for investigation that is “determined not to be unfounded,” except on allegations of general neglect.
	14. PD shall notify the perpetrator in writing that a report has been sent to DOJ, according to #10 above.
	15. PD shall maintain a copy of the complete investigation available for possible review:
		1. A minimum of three years in accordance with CDSS MPP Section 23-353 on unfounded cases;
		2. Ten years on inconclusive or unsubstantiated cases where there is no subsequent report about the same child abuser, or 10 years after a subsequent report, in accordance with Penal Code (PC) 11170(a)(3);
		3. Indefinitely on substantiated cases in accordance with PC 11170(a)(1).
	16. PD agrees to comply fully with all Title IV-B and IV-E Federal requirements for children placed in their care and custody that are or appear to be Title IV-E eligible.
	17. PD agrees to place the child in an eligible facility specified in MPP Sections 45-202.5 or 45-203.4.
	18. PD agrees to safeguard information in accordance with WIC §10850.
	19. PD agrees to comply with the informing, offering of assistance with transportation and scheduling, and documentation requirements of MPP Sections 31-075(l), 40-107(f)(1)(b) and 30-209.66 regarding the Child Health and Disability Prevention Program.
	20. It is mutually agreed that PD, with respect to any child in the custody of PD, that PD shall obtain, verify and provide timely, in accordance with mutually acceptable procedures, to HHSA, all information necessary to determine initial and continuing eligibility for Title IV-E payments with respect to each child placed with PD. HHSA shall determine initial and continuing eligibility for such payments.
	21. PD agrees to immediately notify HHSA of any events which may affect the child’s eligibility for AFDC-FC. Some of these changes may include but are not limited to changes in the child’s income or property, a change in or termination of the child’s placement or change in school attendance or employment of a child over the age of 16.
	22. PD agrees to provide services to return the child to his/her own home along with establishing an alternate permanent plan for the child if return to the home is not possible or is inappropriate.
	23. PD agrees to complete time studies in accordance with Office of Management and Budgets Uniform Grant Guidelines and County Fiscal Letter (CFL) 14/15-29. PD will utilize either a continuous daily time study or a single random moment time study process utilizing the program codes and definitions specified in CFL 14/15-29 Attachment VI, noting the exceptions indicated in Attachment III entitled “Time Study Process”. These time studies shall be the basis for determining the amount of time spent on Title IV-E or other claimable activities that are submitted to HHSA for reimbursement.
* Probation officers (PO), supervising officers and staff assigned to carry a juvenile caseload will complete a time study to identify allowable Title IV-E allowable and non-Title IV-E activities using the codes provided by the California Department of Social Services. Administrative support staff are included in the Indirect Cost Rate.
* Time study hours reported will be correlated to Title IV-E and non-Title IV-E program codes. Hours will then be applied to the salaries and benefits of the staff completing the time studies (excluding non-allocable activities such as vacation, sick time, etc.) and then adjusted by application of the discount rate, to determine the salary and benefit costs that equal allowable Title IV-E activities and the unallowable case management costs. PD utilizes the Generic Code as defined in CFL 14/15-29 Attachment VI for time spent by probation officers performing general administrative activities that provide a department wide benefit (i.e. training, conference, staff meetings and other related activities). Hours claimed to this code are proportionately reallocated to all codes.
* Direct costs are claimed in the category to which they were incurred and only if they are not included in the department-wide Indirect Cost Rate (ICR). Comparable costs are treated in like manner across programs.
* Copies of time studies (including time card and slips for extra hours/OT), salary& benefits cost pool and direct costs for Group Home Monthly Visits are sent to HHSA for review quarterly, along with reconciling spreadsheets. Time study hours are input into a Time Study Hours spreadsheet, and a percentage for each category is established. This percentage is used on the Calculation workbook Summary sheet to allocate costs to each category based on the Cost Pool Total. The claim is signed by the person who prepared the claim, the CFO and the Department Head and then sent to HHSA.
	1. PD agrees to adhere to federal Title IV-E rules when submitting claims for reimbursement to HHSA for allowable activities associated with Child Welfare Services (CWS) Outcome Improvement Project (CWSOIP). The program codes detail the allowable activities under each program code. The associated costs are claimed as direct costs by the County on the County Expense Claim based on the invoice submitted to the County, by PD, on a quarterly basis.
	2. PD develops documentation to substantiate its request for the establishment of an annual indirect cost rate as outlined in Appendix E of 2 CFR part 225. The rate developed is a “fixed rate” where the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of the subsequent period. Documentation includes a certification of indirect costs, statement of total expenditures and indirect cost rate calculation, fixed rate with carry-forward adjustment, schedule of county-wide cost allocation plan, organizational chart and cost policy statement. Once reviewed by the Auditor-Controller, an approval of the rate is documented, signed, and retained for audit purposes.

PD annually certifies that all costs are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Governments. They further certify that unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

* 1. In accordance with State of California – Health and Human Services Agency, Department of Social Services County Fiscal Letter (CFL) No. 14/15-76, effective with the September 2015 quarter claim, there are new certification requirements to claim eligible candidate cases for federal reimbursement. Failure to submit the required certifications will result in the denial of the costs.
		1. PD will submit “Probation Candidate Cases for Title IV – E Reimbursement” form, Attachment A, attached hereto and incorporated by reference herein.
		2. Title IV- E Well-Being Counties (Cohort I and Cohort II) will also submit Probation Candidate Cases for Title IV – E Reimbursement form; however, candidate cases should only include Title IV – E eligible cases.
		3. The certified attachment will be submitted prior to audit.
		4. The certified attachment will be submitted with DFA 325.5 Expenditure Certification for the County Welfare Departments (CWDs) Expense Claim (certification page) of the County Expense Claim (CEC) and should be signed by the Chief Probation Officer prior to submission.
		5. County Director and Auditor signatures will be obtained by County and submitted with DFA.5 Expenditure Certification for the County Welfare Department
		6. PD will claim candidacy activities and costs in accordance with claiming instructions provided in ACL No. 14-36 <http://www.dss.cahwnet.gov/lettersnotices/EntRes/getinfo/acl/2014/14-36.pdf> and CFL NO. 14/15-29 <http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/cfl/2014-15/14-15_29.pdf>, incorporated by reference as if fully set forth herein
	2. PD agrees to provide quarterly fiscal reports to HHSA relating to the care and services furnished to children placed by the Juvenile Court who HHSA has determined would be eligible to Title IV-E foster care payments.
	3. PD agrees to maintain all records concerning children who are eligible or who reasonably appear eligible for Title IV-E payments for a period of five years after the date on which jurisdiction of the juvenile court over a minor is terminated. (WIC §825) Such records shall be subject at all reasonable times to inspection and/or audit by the State, Federal government, or HHSA.

B. **PD Responsibilities for Group Home Visits**

 1. PD shall be responsible for visiting with children placed in group homes every calendar month, with at least a two-week time frame between visits, and document the visits in the child’s case plan.

C. **PD Responsibilities in Out-of-State Group Home Placements**

1. PD agrees to comply with Section 727.1(b) of WIC and Section 7911.1 of the Family Code.

 2. PD agrees to be responsible for making a request to the multidisciplinary team only after in-state alternatives have been considered and are found to not meet the child’s needs.

 3. PD agrees to be responsible for the development of a written case plan for all eligible children. The plan shall include:

 a. Documentation regarding the alternatives to out-of-state group home placement that were considered or used and the reasons why they were rejected or did not meet the best interests of the child;

 b. Why placement a “substantial distance” away from the home of the parents is considered to be in the child’s “best interest”;

 c. The child’s particular needs and how this placement is the most appropriate;

 d. The multidisciplinary team’s recommendation; and

 e. The proposed probation officer visits.

 4. Prior to placing a child in an out-of-state group home, the PD shall receive the county multidisciplinary team’s assessment of the child’s need for an out-of-state group home placement and make a placement recommendation to the court. Upon an order from the court, the PD shall make the placement pursuant to the Interstate Compact on the Placement of Children (ICPC) (MPP Section 31-510).

 5. Prior to placement, the PD shall assure that a financial plan has been developed for the child and that the receiving state has agreed with the plan in writing. Nothing in this section shall be construed as providing entitlement to public social services or aid payments for which the child is not otherwise eligible.

 6. The PD shall complete Sections 1, II and Ill of the form ICPC100A Interstate Compact Placement Request.

 7. Any agreements entered into by the PD and the receiving state agency regarding the provision of services and the respective responsibilities of each state agency shall be approved and signed by the sending and receiving state agencies prior to placement out-of-state in accordance with the Family Code.

 8. When the form ICPC 100A is approved by the receiving state ICPC Administrator, the PD arranges for the physical transfer of the child and, when placement is made, completes four copies of form ICPC 100B Interstate Compact Report on Child’s Placement Status, and forwards three copies to the CDSS Interstate Compact Administrator.

 9. The PD is responsible for complying with the provisions of Family Code Sections 7900 through 7912, when placing a child out-of-state and in a group home.

 10. The PD is responsible for reporting the status of group home children to the court at least every six months to determine appropriateness of the placement, extent of compliance with the case plan, progress which has been made toward alleviating or mitigating the causes necessitating placement in foster care and project a likely date by which the child may be returned to the home or placed for adoption or legal guardianship.

D. **HHSA Responsibilities**

1. HHSA agrees to accept claims for reimbursement from PD for Title IV-E children who are candidates for Title IV-E administrative funding at 50% Federal financial participation for the costs, including support costs, of allowable activities conducted by PD for children who are either in foster care or documented candidates for foster care, with the claim discounted to the percentage of the total children in the County who are actually in foster care, who are IV-E eligible.
2. HHSA shall remit to PD any revenue received as Federal reimbursement for the costs enumerated in item D.1.
3. HHSA shall make a determination as to initial and continuing eligibility for Title IV-E payments for children in the custody of the PD.
4. HHSA shall provide the PD with information and brochures on the Child Health and Disability Program and all regulations and other information on policy changes.
5. When a report of child neglect, abuse, or exploitation is received that occurred in a probation out-of-home placement in El Dorado County, and an investigation is required, whether immediate or not, the investigation shall be assigned to a HHSA Children’s Protective Services (CPS) social worker. PD agrees to work in collaboration with HHSA in a joint investigation towards the disposition of the referral.
6. When a report of child neglect, abuse, or exploitation is received that occurred in a probation out-of-home placement outside of El Dorado County, and an investigation is required, the investigation shall be assigned to the PD as the lead agency. A HHSA CPS supervisor shall be assigned to consult with and guide the PD in the investigation and disposition of the referral. PD is responsible to obtain and provide all necessary information to HHSA in order to document the investigation and conclusion following regulatory time lines.
7. When a report of child neglect, abuse, or exploitation is received that occurred in a probation out-of-home placement outside of El Dorado County, and it appears that an immediate investigation is required, PD and HHSA shall work with each other and with their counterparts in the county of placement to ensure immediate investigation and safety of the child in the placement county.
8. When HHSA is the lead agency in an investigation, HHSA shall arrange for joint investigation with law enforcement, if applicable.
9. All reports of child neglect, abuse or exploitation and the outcome of any assigned investigations shall be entered into CWS/CMS by HHSA staff.
10. HHSA shall complete and send the Department of Justice (DOJ) Child Abuse Investigation Report form, SS3583 on every referral assigned to HHSA for investigation that is “determined not to be unfounded,” except on allegations of general neglect.
11. HHSA shall notify the perpetrator in writing that a report has been sent to DOJ, according to #10 above.
12. HHSA shall maintain a copy of the complete investigation available for possible review:
	1. A minimum of three years in accordance with CDSS MPP Section 23-353 on unfounded cases;
	2. Ten years on inconclusive or unsubstantiated cases where there is no subsequent report about the same child abuser, or 10 years after a subsequent report, in accordance with Penal Code (PC) 11170(a)(3);
	3. Indefinitely on substantiated cases in accordance with PC 11170(a)(1).
13. HHSA shall provide necessary assistance to assist the PD in the investigation and conclusions of any investigations assigned to the PD.
14. In accordance with State of California – Health and Human Services Agency, Department of Social Services County Fiscal Letter (CFL) No. 14/15-76, effective with the September 2015 quarter claim, there are new certification requirements to claim eligible candidate cases for federal reimbursement.
	1. HHSA will calculate its own Title IV-E non-federal discount rate on a quarterly basis using the approved methodology outlined in CFL No. 12/13-24, incorporated by reference as if fully set forth herein.
	2. Upon CDSS approval and acceptance of submitted claims, HHSA inputs the corresponding journal entry to authorize payment to PD for claimable expenditures.
	3. County Director and Auditor signatures will be obtained by County and submitted with DFA.5 Expenditure Certification for the County.

**II. GENERAL TERMS**

1. This agreement shall become effective when fully executed by the parties hereto, and shall remain in effect for a term of five (5) years.

 2. The execution of this agreement 118-M1610 terminates agreements 303-M0710 and 089-M0410 and any amendments thereto.

 3. It is mutually agreed that this agreement may be modified or amended upon the written mutual consent of the parties hereto.

 4. The HHSA employee with responsibility for administering this Agreement is, Deborah Stark, Program Manager, or successor.

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Deborah Stark, Program Manager

 County of El Dorado

 Health and Human Services Agency

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on the day and year first written below.

**EL DORADO COUNTY PROBATION DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Brian Richart, Chief Probation Officer

**EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Don Ashton, M.P.H. Director