

**AMENDMENT #2
TO CONTRACT BETWEEN
COUNTY OF VENTURA
AND
VENTURA COUNTY OFFICE OF EDUCATION
FOR
FOSTER YOUTH COORDINATING PROGRAM**

The County of Ventura (County) and Ventura County Office of Education (Contractor), hereby agree that the Contract previously entered into by the parties, also identified as County of Ventura Contract No. C2223.14, amended, effective July 1, 2023, is further amended effective July 1, 2024, as follows:

1. The "Term" contained in the table on the first page of the Contract is amended by deleting "July 1, 2022-June 30, 2023," and replacing it with "July 1, 2022-June 30, 2025."
2. The "Contract Maximum Reimbursable Amount" contained in the table on the first page of the Contract is amended by deleting "\$253,488" and replacing it with "\$253,488 for Fiscal Year July 1, 2022-June 30, 2023, \$253,488 for Fiscal Year July 1, 2023-June 30, 2024, and \$160,425 for Fiscal Year July 1, 2024-June 30, 2025. Any remaining funds from one Fiscal Year may not be carried into the subsequent Fiscal Year."
3. Section 1. SERVICES TO BE PERFORMED BY CONTRACTOR. The first sentence is deleted and replaced with the following: "In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, A1, A2, B, B1, B2, C, C1 and D to this Contract."
4. Section 2. PAYMENTS. The first sentence is deleted and replaced with the following: "In consideration of the services rendered in accordance with all applicable terms, conditions and specifications, County will make payment to Contractor in the manner specified in Exhibit A (Scope of Work), Exhibit A1 (Scope of Work for Fiscal Year 2023-2024) and Exhibit A2 (Scope of Work for Fiscal Year 2024-2025) and in accordance with the approved budget for this Contract herein included as Exhibit B, B1 and B2."
5. Section 6. Term. The first sentence is deleted and replaced with the following: "The term of this Contract is from July 1, 2022 – June 30, 2025, subject to all terms and conditions set forth herein and subject to the appropriation of funds by the Board of Supervisors."
6. Section 26. EXHIBIT LIST: This section is amended by adding the following exhibits to the Exhibit List:
 - Exhibit A2-Scope of Work Fiscal Year 2024-2025
 - Exhibit B2-Budget Fiscal Year 2024-2025
 - Exhibit C1-Quarterly Performance Report
7. Exhibit A2-Scope of Work (for Fiscal Year 2024-25), attached hereto and incorporated by reference, is added to this Contract.
8. Exhibit B2-Budget (for Fiscal Year 2024-25), attached hereto and incorporated by reference, is added to this Contract.
9. Exhibit C1- Quarterly Performance Report (for Fiscal Year 2024-25), attached hereto and incorporated by reference, is added to this Contract.
10. All other terms and conditions of the Contract remain the same.

COUNTY OF VENTURA

Authorized Signature

Melissa Livingston

Director, Human Services Agency

Date

VENTURA COUNTY OFFICE OF EDUCATION

Authorized Signature

Lisa Cline

Executive Director, Business Services

Date

VENTURA COUNTY OFFICE OF EDUCATION

Authorized Signature

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Exhibit A2

VENTURA COUNTY OFFICE OF EDUCATION- FOSTER YOUTH SERVICES COORDINATING PROGRAM (FYSCP) FY 2024-2025

I. BACKGROUND AND PROGRAM OBJECTIVE

Ventura County Office of Education (VCOE-CONTRACTOR) and the Human Services Agency (HSA) and Ventura County Probation Agency (VCPA) (HSA and VCPA collectively represented as the COUNTY) shall partner together for the purpose of increased educational case management services for foster youth. By working collaboratively, an opportunity exists to draw down Title IV-E funding for enhanced and improved educational services for all eligible K-12 foster youth, including probation supervised foster youth in this agreement. The purpose of this Exhibit is to identify the roles and responsibilities of each party.

Background: VCOE operates a Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with the Education Code section 42920-25. Under this direction, VCOE has contracted to serve pupils in foster care in the County of Ventura.

Effective in January 2004, Assembly Bill 490 (Stats.2003, Chapter 862) established key provisions supporting the educational opportunities within the best interest of children in foster care. The passage of Assembly Bill 854 in October 2015 (Stats.2015, Chapter 781) further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP, HSA and VCPA, a natural collaboration was established for serving the foster youth in the County of Ventura, and this contract is intended to ensure all County of Ventura foster youth receive support for educational opportunities, in accord with Education Code section 42921, 48853.5, and 49069.5.

The purpose of this contract is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This contract conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

II. ROLES AND RESPONSIBILITIES

A. VCOE (CONTRACTOR) RESPONSIBILITIES

CONTRACTOR shall provide the following types of educational support, as described in Education Code section 42921, to pupils in foster care (as stated in paragraph (b) of Education Code section 42238.01) and shall ensure each of the following tasks are accomplished during the term of the contract:

1. Work with the HSA/VCPA to minimize changes in K-12 foster youth school placement;
2. Upon request, assist with the prompt transfer of foster youth's educational records when placement changes are necessary;
3. Upon request from HSA/VCPA staff, provide education-related information to HSA/VCPA to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by WIC section 16010;
4. Upon request from HSA/VCPA staff, provide academic information to ensure the delivery or coordination of necessary educational services;
5. Work towards identifying, referring, and ensuring foster children's accessibility to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
6. Facilitate communication between the Social Worker, Probation Officer, the Education Rights Holder, the foster care provider, Appointed Foster Youth District Liaison and any other school staff or education service providers for the child;
7. Share information with the foster care providers regarding available training programs that address education issues for children in foster care;
8. Upon request, provide information to care providers regarding the special education process and community service providers as needed;
9. Assist as appropriate, with providing timely Individualized Education Programs, in accordance with the Individuals with Disabilities Education Act (20 United States Code section 1400 *et seq.*), and of all special education services;
10. Establish collaborative relationships with local advisory groups such as the Executive Advisory Council (EAC);
11. Provide periodic updates as agreed upon on the status, grades, and performance of the county's foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations;
12. Track data and reporting on outcomes quarterly, and upon request, in a format to be agreed upon jointly with HSA/VCPA;
13. *Offer training related to trauma and education to schools and partners.*
14. Appoint one or more *Foster Youth Services Coordinators* to assist Social Workers and Probation officers with those students who are at the highest risk of underperforming for issues such as excessive absences, missing classes, runaways, showing poor attendance, active IEP's, or 504's, or who require one-on-one assistance. Upon Request, gather periodic academic records to be shared with the social worker and/or Probation Officers for school age foster youth ages 3 and up. The *Foster Youth Services Coordinators* will be provided training and access to

systems such as CWS/CMS, Foster Focus, and SafeMeasures to help capture the most updated education information and enter and update educational information of foster youth. (SafeMeasures report, Education Enrollment Children Ages 5-20, shall be generated *on a quarterly basis* and *updates* entered within 10 business days *of the end of the quarter* in CMS/CWS. In addition, SafeMeasures report, Children Entering and Exiting Placement, shall be generated on a quarterly *basis to determine the number of youth who remained in their school of origin upon entry into foster care. During the first fiscal quarter of each year, data entry into CWS/CMS may be delayed due to CALPADS fall enrollment data timelines.*

15. Upon request, work with HSA/VCPA to enhance educational involvement including the Independent Living Plan (ILP) program to including continued participation and presentations at ILP classes as requested by CFS.

16. Upon request, respond to ad hoc requests for data and outcomes information as needed by HSA staff.

17. Pandemic/Emergency disruption of normal operations/services:

In the event of short- or long-term conditions which impact CONTRACTOR'S normal service delivery operations, such as a declared public health emergency or disaster, CONTRACTOR shall immediately notify COUNTY of the status and impact on operations, staffing and client populations. Contractor shall work with COUNTY to develop a strategy to be approved by COUNTY for alternative methods to deliver services and plan for timely return to normal service operations, while also adhering to federal, state and local safety and public health directives at all times.

18. Diversity in staff:

Cultivate staff and program capacity in the areas of diversity, equity and inclusion to address and serve families in the child welfare system in a culturally and linguistically manner and ensure equal access to services and equitable outcomes across the diverse client population.

19. Strive to create an inclusive environment where every client/participant feels like they belong.

B. COUNTY (HSA/VCPA) RESPONSIBILITIES:

COUNTY shall ensure each of the following tasks are accomplished during the term of the contract:

1. HSA/VCPA will work in partnership with VCOE to achieve identified goals and outcomes;
2. Assign a staff person from HSA and a lead staff person from VCPA to ensure access to information regarding placement moves for eligible foster youth;

3. Work with VCOE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this agreement;
4. Facilitate and participate in joint problem solving to address youth needs while partnering to establish at-risk target youth populations and prioritizing youth needs based on funding;
5. Provide a venue to leverage VCOE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs;
6. Assist with the prompt transfer of foster youth's educational records, including The Health and Education Passport (HEP), the data base where child welfare case records for foster youth are collected and stored, and upon request assist foster care providers when school changes are necessary;
7. Work to *identify needs related to* mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
8. Facilitate communication between the education rights holder, the foster care provider, District Foster Youth Liaison(s), and any other school staff or education service providers for the child;
9. Share information with the foster care provider regarding available training programs that address education issues for children in foster care;
10. Refer caregivers of foster youth who have special education needs to special education programs and services;
11. Maintain participation with the Executive Advisory Council and local advisory groups as necessary;
12. Review quarterly and ad hoc data and reporting on outcomes, and monitor outcomes and review data for Continuous Quality Improvement.

III. PERFORMANCE MEASURES

- A. CONTRACTOR shall detail work performed and outcomes as indicated in Exhibit C and any obstacles to achieving the expected outcomes. Reports are due within 15 days after the end of each quarter.
 - CONTRACTOR shall attach a detail report to Exhibit C that shall include the following:
 - i. A list of advisory groups/trainings for the previous quarter (date, event, location) and name of facilitator(s)/trainer(s)
 - ii. A copy of the sign-in sheet for each advisory group/training for the quarter (Name, Organization, Title) other than Resource Parent pre-service trainings (sign-in sheets maintained by Kids and Families Together)
 - iii. A list of Foster Youth Coordinating events (date and location), name of presenter(s)/organizer(s), and number of attendees for the quarter

- iv. A list of upcoming planned advisory groups/trainings for the future quarter (date, event, location) and name of facilitator(s)/trainers (s)
- v. A list of Foster Youth Coordinating upcoming events (date and location) and name of presenter(s)/organizer(s)

B. CONTRACTOR shall respond to ad hoc requests for data and outcomes information as needed by HSA or VCPA staff.

IV. COMPENSATION SCHEDULE AND FISCAL INFORMATION

CONTRACTOR and COUNTY acknowledge and agree that this is a cost reimbursement contract. The maximum COUNTY obligation of this contract shall not exceed \$160,425, or the actual federal share of allowable costs reimbursed to the County under Title IV-E, whichever is less. Payments will begin upon State approval of the contract and allowance of COUNTY Title IV-E quarterly billing under this agreement.

Total Program Projected Costs	\$641,700
Less Estimate Discount Rate- Not	\$320,850

federally eligible. *Estimated at 20% but will vary and actual quarterly discount rate will be applied.*

CONTRACTOR-VCOE Match	<u>up to</u> \$160,425
COUNTY Reimbursement Estimate	<u>up to</u> \$160,425

CONTRACTOR shall be paid in arrears for all costs incurred and paid in support of this contract. CONTRACTOR shall submit an invoice on a quarterly basis for all expenses incurred and paid for the previous three months no later than the thirtieth calendar day of the subsequent month after the quarter to Human Services Agency-Fiscal Division.

If Contract invoices or other required documentation are not submitted within ninety (90) days of the activity occurring, the CONTRACTOR will be subject to corrective action and/or sanctions. The CONTRACTOR may be subject to penalties of up to \$50 per day as liquidated damages beginning on the 91st day following the original due date.

CONTRACTOR is responsible for the MATCH amount, which is estimated at **50% (fifty percent)** percent of the total federally eligible program cost. CONTRACTOR shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other federal program. The MATCH shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (attachments A & B).

COUNTY shall submit a quarterly claim to California Department of Social Services CDSS for reimbursement from Title IV-E for allowable activities. Upon receipt of the reimbursement, COUNTY will provide to CONTRACTOR with the calculated federal discount rate based on the number of foster care children not eligible for Title IV-E reimbursement at the conclusion of each quarter

CONTRACTOR shall be financially responsible for audit exceptions on disallowances

by the State and Federal Government. CONTRACTOR shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F and provide a copy of the organizational wide audit annually. Failure to do so may result in the denial of payment under this or subsequent contracts.

V. ADDITIONAL PROVISIONS

A. Confidentiality and Records:

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with Welfare and Institutions Code (WIC) sections 827 and 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by WIC sections 827 and 10850 or by 45 CFR section 205.250, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this contract or as otherwise permitted by law. HSA and VCPA, through the Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by HSA and VCPA shall remain confidential and may be disclosed only as permitted by law.

B. Maintenance and Availability of Records:

CONTRACTOR shall prepare and maintain all reports and records that may be required by federal, state or County of Ventura rules and regulations and shall furnish such reports and records to the County of Ventura and to the state and federal governments, upon request.

C. Retention of Records:

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

VI. MONITORING

- A. COUNTY may monitor and evaluate CONTRACTOR to ensure compliance with the terms of this Agreement. COUNTY shall notify CONTRACTOR of any deficiency as soon as practicable.
- B. CONTRACTOR's failure to resolve a deficiency within 90 days of COUNTY monitoring and notice may be sufficient cause for COUNTY to withhold contract funds to the CONTRACTOR until such time as deficiency is cured to the satisfaction of the

COUNTY.

- C. Monitoring reports may be used to evaluate requests for proposals for new contracts and for making program improvements should this contract be renewed.

Contract Budget		Exhibit B2	
1. CONTRACTOR NAME: Ventura County Office of Education			
2. PROGRAM ACTIVITY/PROJECT NAME: Foster Youth Services Coordinating Program (FYSCP)			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: 7/1/2024	TO: 6/30/2025	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2022	
		AMENDMENT #: 2	
CONTRACT #:C2223.14		AMENDMENT EFFECTIVE DATE: 7/1/2024	

BUDGET SUMMARY			
I. DIRECT PROGRAM EXPENSES	BUDGET SUMMARY	LEVERAGED COSTS	LEVERAGE TYPE (In-Kind or Cash)
A. Staff Salaries	\$ 371,562		
B. Staff Fringe Benefits	\$ 168,397		
C. Program Operating Expenses	\$ 37,156		
D. Contractual Services	\$ 11,600		
E. Client/Participant Direct Costs	\$ -		
F. Other	\$ -		
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	\$ 588,716	\$ -	
II. INDIRECT COSTS	\$ 52,984	\$ -	
TOTAL NOT TO EXCEED CONTRACT AMOUNT	\$ 641,700	\$ -	

LESS ESTIMATE DISCOUNT RATE- NOT FEDERALLY ELIGIBLE *	\$ 320,850	*Estimated at 50% but will vary and actual quarterly discount rate will be applied
TOTAL ESTIMATED FEDERALLY ELIGIBLE EXPENDITURES	\$ 320,850	
LESS ESTIMATED FEDERALLY VCOE MATCH FUNDS **	\$ 160,425	**At 50% allowable expenditures
MAXIMUM TOTAL ESTIMATED CONTRACT REIMBURSEMENTS ***	\$ 160,425	*** To be reimbursed at actual amounts of Title IV-E reimbursement to county

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	Monthly Salary	FTE(S)	# of Months	Total
L. Welbourn - Coordinator Special Populations	10,374	.6	12	\$ 74,695
C. Acosta - Coordinator - Special Populations	12,026	1.0	12	\$ 144,317
L. Bajasas - Data Control Specialist Special Pops	5,212	1.0	12	\$ 62,546
C Mendoza- Instructional Trainer Special Pops	6,854	0.3	12	\$ 24,673
C Nye - Coordinator Special Populations	12,078	0.1	12	\$ 14,494
M. Winters - Director of Special Populations	14,122	0.3	12	\$ 50,838
				\$ -
				\$ -
				\$ -
A. Subtotal Staff Salaries				\$ 371,562

B. Staff Fringe Benefits	Rate (%)	Total
Payroll Taxes (Social security, Medicare, etc.)	3.30%	\$ 12,262
Health Benefits	17.50%	\$ 65,023
Retirement Contributions		\$ -
Other (please describe):STRS Rate	19.10%	\$ 26,745
Other (please describe): PERS rate	27.80%	\$ 64,367
B. Subtotal Staff Fringe Benefits		\$ 168,397

C. Program Operating Expenses (Must be verifiable and cannot also be treated as an Indirect Cost.)	Budget Justification & Calculation Details	TOTAL
Staff Travel, Facility Lease/Mortgage, Telephone/Utilities, Insurance Related to the Program, Office Supplies & Equipment*, Program Outreach, Other Program Costs	Use the percentage of program payroll amounts to determine.	\$ 37,156

Contract Budget		Exhibit B2	
1. CONTRACTOR NAME: Ventura County Office of Education			
2. PROGRAM ACTIVITY/PROJECT NAME: Foster Youth Services Coordinating Program (FYSCP)			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: 7/1/2024	TO: 6/30/2025	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2022	
		AMENDMENT #: 2	
CONTRACT #:C2223.14		AMENDMENT EFFECTIVE DATE: 7/1/2024	

	I used 10% of program costs for our assumption.	\$ -
C. Subtotal Direct Program Operating Expenses		\$ 37,156
(*Note: For equipment items over \$5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)		

D. CONTRACTUAL SERVICES (List legal entity name for each)	Contract Description & Cost Details	Subaward (\$) or Vendor (V) (to)	Total
The Connecting Therapist	Professional TIPS trainer		\$ 8,000
Marisol Homan	Former foster youth trainer		\$ 1,800
Breanna Webb	Former foster youth trainer		\$ 1,800
			\$ -
			\$ -
D. Subtotal Contractual Services			\$ 11,600

E. CLIENT/PARTICIPANT DIRECT COSTS				TOTAL
Vocational Training Costs	Avg. Cost Per Participant	# of Participants		
	\$ -	0		\$ -
On-the-Job Training	Avg. Rate Per Hour	Avg. Hours Per Month	Avg. # of Months	
Participant Wages				\$ -
Participant Benefits	Avg. Benefit Rate (%):			\$ -
Supportive Services (WIOA contract only)	Add Budget Justification & Calculation Details Below			
				\$ -
Family Stabilization Support Funds (CFS contracts only, when permitted)	Add Budget Justification & Calculation Details Below			
				\$ -
E. Subtotal Client/Participant Direct Costs				\$ -
F. OTHER (Please Describe)	Budget Justification & Calculation Details			
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
F. Subtotal Other				\$ -

DIRECT PROGRAM COSTS TOTAL	\$ 588,716
-----------------------------------	-------------------

II. INDIRECT COSTS* (Use one of the options below.)				
	Rate (%)	Cost Base Rate Applied to (Amount)	Cost Base (Type)	Total
1. Federally Negotiated Indirect Cost Rate (Must attach your approved ICRA)	9%	\$ 588,716		\$ 52,984
2. De Minimis 10%	10%		MTDC	\$ -
3. Other Program Special Rate (May be referenced in RFP, provide details)				\$ -
INDIRECT COSTS TOTAL				\$ 52,984

*Please note that items cannot be charged as both Direct Program Expenses and Indirect Costs. See 2 CFR §200.412-§200.415.

Please list the general items classified by your agency as Indirect Costs:

