

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES**  
**BUTTE COUNTY PROBATION DEPARTMENT**  
**BUTTE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**  
**And**  
**BUTTE COUNTY OFFICE OF EDUCATION**  
**FOR FOSTER FOCUS DATA SHARING**  
**FY 2019/20 through FY 2020/21**

This Memorandum of Understanding (MOU) by and between Butte County Department of Employment and Social Services hereinafter referred to as "DESS", Butte County Probation Department herein referred to as "Probation", Butte County Special Education Local Plan Area herein referred to as "SELPA" and Butte County Office of Education, hereinafter referred to as "BCOE".

**WITNESSETH:**

WHEREAS, it is the position of DESS and BCOE in order to share foster and probation youth student information and successfully improve educational outcomes of foster and probation youth by gathering and transferring education, placement and related health records in an information sharing network, there is a need for continued, enhanced collaboration and service delivery; Now therefore it is mutually agreed upon as follows:

**I. Purpose**

The purpose of this agreement is to share foster and probation youth student information through the Foster Focus web-based network. The BCOE Foster Youth Coordinating Program (FYCP) has been working with and sharing information with our Butte County school districts, DESS and Probation with contract agreements. DESS, Probation, SELPA and BCOE shall continue to work collaboratively to increase the academic success for our foster and probation youth by gathering and transferring education, placement and related health records in an information sharing framework.

The Foster Focus system works with the Child Welfare Services/Case Management System (CWS/CMS), sharing educational data. The Foster Focus Agreement outlines the specific system access allowed to each party to the agreement and the procedures and safeguards required for the system's use.

This agreement is set forth to facilitate the prompt transfer of educational records, including the health and education passport, between the educational institutions when a child's placement changes. DESS shall provide education-related information to BCOE 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 Welfare and Institutions Code section 16010. The parties shall provide regular updates as requested on the status attendance, grades and performance of Butte County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations.

**II. Term**

The term of this MOU shall be from ~~October 10, 2019~~ <sup>November 1, 2019</sup> through June 30, 2021. This MOU may be amended by written mutual consent of both parties.

**III. Confidentiality**

The Family Educational Rights and Privacy Act (FERPA) and the California Education Code permit local education agencies to share information with a representative of a state or local child welfare

agency that has legal responsibility for the care and protection of a child (20 USC 1232g(b)(1)(L); California Education Code 49076(a)(1)(N).

Only those individuals authorized by the signatory agencies to use Foster Focus will be given access to information in Foster Focus. All agencies shall comply with relevant state and federal law and any local rules which relate to student records, security, confidentiality, privacy, and retention/destruction of records. This includes FERPA, California Education Code, Welfare and Institutions Code (WIC), and Health Insurance Portability and Accountability Act (HIPAA).

All parties shall maintain the confidentiality of all records and information, including, but not limited to, claims, county records, patient/client records and information, and I/S records, in accordance with Welfare and Institutions Code sections 5328 through 5330, inclusive, HIPAA, and all other applicable county, state, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive.

BCOE has all employees sign a confidentiality agreement. The FYCP will have all designated staff sign Attachment I, "Foster Focus Confidentiality Agreement," attached hereto and by this reference incorporated herein. The "Foster Focus Confidentiality Agreement" is provided by the Sacramento County Office of Education.

This information will be used solely for meeting the educational needs of foster youth and shall not be shared with others or used for any other purposes. All released information is also subject to applicable federal, state, and local laws, rules, regulations, policies, and other pertinent court orders regarding confidentiality and privacy.

**IV. Data Exchange Agreements**

Students' records will be matched to records for dependent foster youth and probationary youth using a combination of sources to ensure accurate matches. Upon being identified the student will be entered into the Foster Focus system.

**V. Non-Discrimination**

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable state and federal statutes and regulations.

**VI. Relationship of Parties**

It is understood that this is a MOU by and between separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

**VII. Dispute Resolutions**

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

**VIII. Mutual Indemnification**

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

**IX. Notices**

Any and all notices, reports or other communications to be given to DESS or BCOE shall be given to the persons representing the respective parties at the following addresses:

**DESS**

Cathy Jones  
Administrative Analyst, Senior  
P.O. Box 1649  
Oroville, CA 95965  
Email: [cljones@buttecounty.net](mailto:cljones@buttecounty.net)  
Phone: 530-538-3707

**BCOE**

Meagan Meloy  
Director, School Ties  
1859 Bird Street  
Oroville, CA 95965  
Email: [mmeloy@bcoe.org](mailto:mmeloy@bcoe.org)  
Phone: 530-879-3781

**X. Authority**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

**XI. Termination**

Any party may terminate this MOU, without cause, upon thirty (30) days written notice served on another party. Upon termination of their participation, if a party retains information received under it, any subsequent use, storage, and access to such information will continue to be subject to the terms and conditions of this MOU.

By signature below, the department head or designee certifies that no unauthorized alterations have been made to the contract language and attachments that follow.

**BUTTE COUNTY OFFICE OF EDUCATION**

Mary Sakuma 9/26/19  
Mary Sakuma, Superintendent Date  
Butte County Office of Education

**DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES**

Shelby Boston 10/14/19  
Shelby Boston, Director Date  
Department of Employment and Social Services

**BUTTE COUNTY PROBATION DEPARTMENT**

Wayne Barley 10/29/19  
Wayne Barley, Chief Probation Officer Date  
Butte County Probation Department

**BUTTE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

Aaron Benton 9/27/19  
Aaron Benton, Director Date  
Butte County Special Education Local Plan Area

**COUNTY**

Tamara Ingersoll 11/5/19  
Tamara Ingersoll, Deputy Director Date  
General Services

**REVIEWED FOR CONTRACT POLICY COMPLIANCE**

D. Keith 11/1/19  
General Services Contracts Division Date

**REVIEWED AS TO FORM**

Bruce S. Alpert  
Butte County Counsel

Bruce S. Alpert 11/4/19  
By Date