

Title IV-E Social Work Training Program  
Between The State of California Department of Social Services and  
The Regents of the University of California  
California Social Work Education Center  
FY 2012-2013

**1. Definitions**

- a) "Contractor" means The Regents of the University of California (Regents).
- b) "CalSWEC" means California Social Work Education Center. CalSWEC is a unit of the University of California at Berkeley School of Social Welfare. CalSWEC will administer fiscal matters related to this contract; however, Contractor is the responsible party.
- c) "UCB School of Social Welfare" means University of California at Berkeley School of Social Welfare. The dean of UCB School of Social Welfare will act as this contract's principal investigator, on behalf of the Contractor. UCB School of Social Welfare will also receive funds under this contract and is subject to the same responsibilities as the schools with which the Contractor will subcontract. UCB School of Social Welfare, and the schools mentioned in paragraph 1(d) below, are hereby collectively known as School for the purpose of this contract.
- d) "Schools" means universities with which the Contractor will subcontract. Schools, along with UCB School of Social Welfare, are hereby collectively known as School for the purpose of this contract.
- e) "CDSS" means California Department of Social Services (CDSS).
- f) "Parties" means CDSS and Contractor.
- g) "Stipend Agreement" means the contract between the student recipient and the School.

**2. Background**

CalSWEC is a joint effort of the participating social work programs in California, the fifty-eight county welfare directors, the National Association of Social Workers (NASW), the County Welfare Directors Association, the California County Mental Health Departments, and private foundations. It is governed by the Contractor. The Principal Investigator is Sam Davis from the UCB School of Social Welfare. Federal and State interest in training professionals for child welfare is evidenced through Public Law 96-272, State Fiscal Letter 91/92-01, the California Child Welfare Education Partnership Agreement between the CDSS and Contractor, and CDSS's IV-B Plan. Federal and state regulations governing the use of IV-E funds for education can be found in the Code of Federal Regulations (45 CFR Sections 1356.60 and 45 CFR Sections 235.60 through 235.66) and Department of Social Services county fiscal letter 91/92-01.

This project will increase the complement of professional Masters and Bachelors of Social Work as child welfare workers in California by providing: (1) an appropriate educational program through an approved competency-based child welfare curriculum; and (2) financial aid to students in California schools of social work. Priority for financial aid will be given to current staff members in county public social services (DSS) agencies and CDSS who are qualified for admission to academic social work programs, and to applicants who reflect the diverse client populations currently served by public child welfare. These students will commit to a number of years of service in state and county public child welfare services (CWS) agencies at least equal to the years of financial aid provided to them (as per 45 Code of Federal Regulations 235.63 (b) (1)).

**3. Fiscal Structure**

The program will be supported using the maximum federal reimbursement rate (75%) under Title IV-E of the Social Security Act and a 25% local match. CalSWEC will serve as the principal administrator for the project. The CDSS will include this project in their Federal IV-B plan. The federal government will,

through the State's IV-B plan, deposit or open a line of credit for the State on at least a quarterly basis to meet the expenses of this project. This system will provide expenditure authorization to Contractor in accordance with the State's normal fiscal procedures for the funding of county social services.

CalSWEC will report reimbursable expenditures to CDSS at regular intervals during the fiscal year. CalSWEC will respond immediately to State requests for clarification of any invoiced items. The CDSS will forward claims to the State Controller and remittance requests for funds to the State Treasurer and the federal payment management system. The CDSS guarantees to pass through the federal money to CalSWEC as soon as it is released from the Bank of America and the State Treasurer/Controller.

The Parties to this agreement understand and agree that:

- a) Under federal law, the state is responsible for having adequate accounting and controls systems to insure proper administration of federal funds (FFP). Failure to have adequate systems in place may result in exposure to federal non-compliance and financial penalties. The Parties agree that paragraphs (3a) and (3b) of Exhibit A-Attachment 1 of the Agreement between CDSS/Contractor, (CalSWEC) establishes federally compliant accounting and controls systems to insure proper administration of federal funds in the Title IV-E Social Work Training Program.
- b) The Parties agree that under federal rules (45 CFR 235.63) there is no duty on the part of the State or its contracted agents to return to the federal government federal funds expended in the Title IV-E Social Work Training Program for the education of students who during the course of their academic program terminate their participation or otherwise default on their responsibilities under their Stipend Agreement. Under Federal rules, only those funds recouped from trainees who failed to fulfill their Stipend Agreement commitments are required to be treated as a refund and deducted from total training costs for the purpose of determining net costs for FFP. Regardless of fiscal year in which monies are paid to students under a Stipend Agreement, any monies recovered from a Student in default shall be submitted as an abatement to the federal government by subtracting any funds recovered from the student from the current invoices submitted to CDSS.
- c) CalSWEC shall oversee and report collection efforts where the repayment accounts are active for a period to be agreed upon between the parties, but which, in no event, shall be less than six (6) years. If an extension to the student's repayment obligations is granted, CalSWEC's collection responsibilities will be extended by the period of time the student's repayment obligations has been extended. CDSS will absolve the CalSWEC of any responsibility for collection efforts for outstanding repayments after the time limits set forth herein for active repayment accounts are reached, and when the repayment account is deemed to be inactive. For purposes of this paragraph, an inactive repayment account occurs when a payment by a student in default or by a third party on behalf of a student in default has not been made within the most recent twelve (12) month period. In situations where CalSWEC's collection responsibilities are absolved under this paragraph, the State would then have the option to assume the collection process, or to convert all unpaid amounts to default status.
- d) In the event this or subsequent Interagency Agreements for the Social Worker Stipend Program is terminated by either party or if it expires with no successor agreement, CalSWEC shall continue to perform the services set forth in paragraph c) above provided CDSS encumbers the necessary funding, in an amount to be agreed by the parties, that provides an adequate source of funds for continued collection activities to be performed by CalSWEC. In order for CDSS to continue to pay CalSWEC for these continued collection activities, a separate interagency agreement will need to be executed between both parties outlining the time periods and funding necessary to closeout these collection activities. If the funding is not reserved by CDSS, CalSWEC at its discretion may give CDSS 60 day notice of its decision to discontinue collection activities. Within that 60 day

notice period, CalSWEC shall transfer to CDSS all records related to stipend agreements in collection. Within that 60 day notice period, CalSWEC shall also provide CDSS with a written report which shall include amounts owed, amounts paid, pending balances, transaction/account history, and all known contact information for all students in collection.

#### **4. Responsibilities of the California Department of Social Services**

- a) CDSS will include the project in its IV-B plan and IV-E budget estimates to properly fund the project.
- b) CDSS will receive invoices from CalSWEC and transmit claims as described above in the most expedient manner possible.
- c) CDSS will report project outcomes to the other governmental units as required.

#### **5. Responsibilities of the California Social Work Education Center**

- a) On behalf of the Contractor, CalSWEC will administer the contract and will be responsible for educational oversight and coordination of this project with the participating social work programs in California. Instructional support will be subcontracted to the various schools, and CalSWEC will maintain invoices and monitor compliance with educational and other program requirements related to the administration of the Title IV-E Social Work Training Program. The Contractor shall abate to the federal government any funds recovered from a Student in default of his or her Stipend Agreement by subtracting the total amount of recovered funds from the current invoices submitted to CDSS.
- b) CalSWEC will provide assistance to the participating Schools in the development of appropriate curriculum and fieldwork.
- c) CalSWEC will work, to the greatest extent possible, with the CDSS and Region 9, Administration for Children and Families (Region 9 ACF) and the participating schools to assist in complying with program and fiscal regulations related to the administration of the Title IV-E Social Work Training Program.
- d) CalSWEC will ensure that the Schools maintain mechanisms to allow qualified applicants from all counties access to social work education opportunities.
- e) CalSWEC will submit fiscal claims on a timely basis.
- f) CalSWEC shall provide funds to the subcontracting schools as soon as available.
- g) CalSWEC will cooperate with CDSS and Region 9 ACF in their evaluation of the educational program (as per 45 Code of Federal Regulation, 235.63 (b) 8).
- h) CalSWEC will work with the State Merit System to assist those students not previously employed in a county welfare department to secure employment according to their contracts and within the federal time frame.
- i) CalSWEC will provide the CDSS with information on the curriculum competencies.
- j) CalSWEC will provide the CDSS annual statistical reports on the supported students.
- k) CalSWEC will provide the CDSS with an annual program report.
- l) CalSWEC will secure staff to effectively manage the program and fiscal operations as indicated in the budget justification narrative.
- m) CalSWEC may invoice administrative costs incurred in connection with collection of debts owed by a Student who is in default of his or her Stipend agreement where the funds for payment(s) made under that Stipend Agreement were funds allocated under previous contracts.

#### **6. Responsibilities of Schools**

- a) Each School will seek to admit applicants in line with the federal policies and the priorities of this project.

- b) Each School will develop an awards committee with local county public child welfare services (CWS) agencies to award support to admitted students. A committee comprised of CalSWEC Board members will coordinate and oversee the efforts of the local award committees. In the case of students not currently employed in a county public CWS agency, the decision to provide support will be, to the greatest extent possible, equivalent to prequalification for employment.
- c) Each public School will provide match in allowable educational expenditures for the funding it receives. Each public School will provide a minimum of 28% of total project costs.
- d) Each School will deliver a curriculum directed at the outcomes defined by the California Child Welfare Competencies. It will ensure that participating students cover the specified material and complete relevant fieldwork as defined below.
- e) Each School will provide an \$18,500 annual stipend to each full-time MSW student and a stipend of \$15,000 to each full-time BASW student for their final year.
- f) Each School will reimburse the actual cost of tuition, fees, and books (up to \$10,164 per year) and travel to each part-time MSW and BASW student.
- g) Each School will work with the counties to ensure that appropriate field placements in county or non-profit agencies serving IV-E clients are maintained.
- h) Each School will assist its students in satisfying the requirement that they secure employment in a county public CWS or in CDSS/county welfare departments (CWD) within six months of graduation.
- i) Each School will develop, according to CalSWEC guidelines, appropriate mechanisms to monitor student compliance with stipend and/or support requirements payback demands.
- j) Each School will reimburse CalSWEC with any reimbursement of student funds by invoice adjustment. Each School is responsible for making good faith effort to collect obligations and abate the funds to the federal government. The Parties to this Agreement agree that the minimum activity that constitutes a “good faith effort” shall include the following:
  - 1) The School shall make reasonable efforts to identify when a student has defaulted on his or her Stipend Agreement in a timely manner.
  - 2) Upon identification of a default, the School/CalSWEC shall timely determine whether the student is exempt from a duty to repay funds received by the student under his or her Stipend Agreement pursuant to 45 CFR 235.63(b). If the Student is exempt from repayment, the School shall document the basis for the exemption and close its account relative to the student’s Stipend Agreement.
  - 3) If a Student in default of his or her Stipend Agreement is not exempt from repayment of funds received under his or her Stipend Agreement, the School within one year of identifying such default shall issue no fewer than three certified letters to the last known address of the Student notifying the Student that repayment is required, followed by referral to a collection agency. Collection activities by the collection agency shall be ongoing until such time as funds are repaid in full or until such time as further collection efforts are prohibited by law. Except as provided in paragraph (4) below, the School is not required to undertake any further collection activities relative to the Student’s Stipend Agreement default.
  - 4) The total amount of recovered funds from a Student in default of his or her Stipend Agreement shall be subtracted by the School from the current invoices submitted to Contractor.
- k) CalSWEC/School may invoice administrative costs incurred in connection with collection of debts owed by a Student who is in default of his or her Stipend agreement.
- l) Each School shall report collection efforts where the repayment accounts are active for a period to be agreed upon between the parties, but which, in no event, shall be less than six (6) years. If an

extension to the student's repayment obligations is granted, School's collection responsibilities will be extended by the period of time the student's repayment obligations has been extended. CDSS will absolve the School of any responsibility for collection efforts for outstanding repayments after the time limits set forth herein for active repayment accounts are reached, and when the repayment account is deemed to be inactive. For purposes of this paragraph, an inactive repayment account occurs when a payment by a student in default or by a third party on behalf of a student in default has not been made within the most recent twelve (12) month period. In situations where School's collection responsibilities are absolved under this paragraph, the State would then have the option to assume the collection process, or to convert all unpaid amounts to default status.

- m) In the event this or subsequent Interagency Agreements for the Social Worker Stipend Program is terminated by either party or if it expires with no successor agreement, School shall continue to perform the services set forth in paragraph l) above provided CDSS encumbers the necessary funding, in an amount to be agreed by the parties, that provides an adequate source of funds for continued collection activities to be performed by School. In order for Contractor to continue to pay School for these continued collection activities, a separate interagency agreement will need to be executed between CDSS and Contractor outlining the time periods and funding necessary to closeout these collection activities. If the funding is not reserved by CDSS, School will work with Contractor to provide 60 day notice to CDSS to discontinue collection activities. Within 30 days of that decision, School shall transfer to Contractor all records related to stipend agreements in collection. Within that same 30 day period, School shall also provide Contractor with a written report which shall include amounts owed, amounts paid, pending balances, transaction/account history, and all known contact information for all students in collection.
- n) Each School will work with CalSWEC to ensure coordinated responses to the CDSS and will provide information on students, curriculum, budget and other related information, in the format and by the dates specified by CalSWEC.
- o) Each School will participate fully in CalSWEC's evaluation of this program as per 45 Code of Federal Regulation, Section 235.63 (b) (8) / 235.63 (c) (5) (See Section I), and State Department of Social Services County Fiscal Letter No. 91/92-01.
- p) Each School will work with the counties to ensure:
  - 1) Participating county agencies will apprise employees of this project and develop educational leave policies permitting current non-degreed staff to participate.
  - 2) Participating county agencies will agree to re-employ trainees at the appropriate CWS staff level, as long as positions are available (as per 45 Code of Federal Regulations, Section 235.63 (b) (2)).
  - 3) Participating county agencies must provide appropriate fieldwork experience with MSW supervision. Students will work with IV-E eligible clients during their internships. Optimally, agency field instructors will be provided release-time from other duties to instruct students and to participate in program-required training activities. When Schools and agencies have negotiated a fieldwork plan for a student, the agency will not alter the assignment without permission from the School.
  - 4) Participating county agencies will seek to give hiring preference to graduates of this program, will advise CalSWEC and local schools of staff openings, and will seek to schedule civil service exams and hiring procedures to permit graduates to obtain employment within six months of completion of the program.

## **7. Responsibilities of Students**

- a) Students who are admitted to the program agree to complete their educational requirements within the normative time limits specified by their school of attendance.

- b) Students who are admitted to the program agree to comply with support and payback requirements as specified in the Title IV-E Social Work Student Contract. This agreement meets and exceeds the general requirements of 45 Code of Federal Regulations 235.63 (b)(1) through (5).
  - 1) Full-time and part-time MSW students agree to render two calendar years of continuous and satisfactory full-time employment for support received. Full-time and part-time BASW students agree to render one calendar year of continuous and satisfactory full-time employment for support received. If the student, regardless of level, cannot fulfill the work requirement as mentioned above, the student shall re-pay all financial support received.
  - 2) All MSW and BASW graduates not currently employed at a CWS agency have 6 months to search within 75 miles of their residence for an appropriate position. After 6 months, students must search statewide for an additional 6 months. Full-time graduates currently employed by a CWS agency, and part-time program graduates must return to the sponsoring agency. If no position is available, these graduates then have 6 months to search within 75 miles of their residence, and then search statewide.
  - 3) Program graduates who are Native Americans, with tribal rights as specified under the laws of the state of California, may complete their work commitments in the following settings as alternative to California CWS:
    - i. A reservation or Rancheria providing CWS in California
    - ii. An urban Indian agency in California serving IV-E eligible children and families, or a reservation providing CWS in another State.
  - 4) Each participating student is required to read and sign the appropriate student agreement (MSW full or part-time/BASW full or part-time).

#### **8. Awarding of Support to Students**

Upon notification of admission to an academic social work program, students may apply to participate in the IV-E program. Applications shall include a statement of career objectives. Applicants who are currently employed in county public social services or CDSS must provide a statement of support from the agency executive describing plans to employ the applicant in an appropriate CWS position upon graduation. Each School shall have an awards committee with equal representation from the School and local county agencies. The awards committee shall review applicants and award stipends. The committee shall seek to ensure that students receiving awards meet general requirements for employment in a county public CWS agency or CDSS/CWD, including conducting required background checks. Preference will be given to current county or state employees, and to applicants who reflect the diverse client populations served by public child welfare. Full-time students in either the MSW or BASW program may not be active county CWS employees during the regular academic year, but may be employed during a period when they are not taking classes (summer and vacation periods). Part-time students must be current employees of the county or CDSS. MSW students who are making satisfactory progress after the first year will receive a second year of support as long as IV-E funds are available. The CalSWEC board shall review the work of the participating social work program awards committees to ensure that all county public CWS agencies, particularly those with low numbers of graduates, are able to obtain admission and support for appropriate staff members.

#### **9. Assignment of Student Support to Schools**

Each School may receive up to seventy (70) full and/or part time students in the schools. Standard distributions of these stipends are forty (40) full-time stipends and support for up to 30 part-time students in the Title IV- E MSW program, and up to thirty two (32) full and/or part time students in the schools with an approved Title IV-E BASW program. For the Title IV-E Pathway program, up to fifteen (15) part-time students will be allowed. The number of new students in any subsequent year will be

determined by CDSS and CalSWEC based on: (1) projected CWS caseloads in California; (2) predicted enrollments; and (3) availability of funds.

If there are other sources of IV-E training support for BASW/MSW education in the form of stipends or student support (i.e., county supported stipends), those student slots must be deducted so that the school does not exceed the limits stated above.

#### **10. Program Requirements**

Stipends will be provided to students at the MSW and BASW levels. The below provides a brief overview of each type of program. The funding structure of each program will be determined by CalSWEC and applied consistently as specified in this contract's budget justification. In addition, special projects will be awarded to activities that support special the development of curricular enhancements from child welfare initiatives in the state.

**MSW Program:** Each full-time student will receive a stipend of \$18,500 per year, for up to 2 years of support. Each part-time student will be paid the actual cost of tuition, fees, and books (not to exceed \$10,164 per year) and travel, and receive up to 3 years of support. Each student will be required to render one calendar year of continuous and satisfactory full-time employment for each year credit equivalent of graduate support received, in a position at least at a level appropriate to a new MSW in child welfare services.

**BASW Program:** Each public school participating in the BASW program may enroll up to thirty two (32) full-time and/or part-time students each year. Each full-time student will receive a stipend of \$15,000 for the final year of study in the BASW program. Each part-time student will be paid the actual cost of tuition, fees, and books (up to \$10,164 per year) and travel. Each student will be required to render one calendar year of continuous and satisfactory full-time employment for each year credit equivalent of graduate support received, in a position at least at a level appropriate to a new BASW in child welfare services.

**Pathway Program:** A distanced education program delivered at 3 sites within the consortia: CSU Chico, Humboldt State University, and CSU San Bernardino that is intended to develop the workforce in the rural and remote regions of the state. Each public school participating in the Pathway program may enroll up to fifteen (15) part-time students each year. The Pathway program includes students at the MSW level and the final year of BASW level. Each part-time student will be paid the actual cost of tuition, fees, and books (up to \$10,164 per year) and travel. Each student will be required to render one calendar year of continuous and satisfactory full-time employment for each year credit equivalent of graduate support received, in a position at least at a level appropriate to a new BASW or MSW in child welfare services.

**Special Projects:** Each school may submit a proposal for a project which leads to the development of student curriculum and/or supports other curriculum/field activities. The budget for the project may be no more than \$15,000. Additionally, CalSWEC may award up to 4 projects that support the formation of practice partnerships for the purpose of evaluating emerging practices or programs to inform the development of curriculum and training products for the Title IV-E stipend and child welfare training programs. Each project may cost no more than \$75,000.

**Resource Library:** CSU Long Beach will continue to receive a subcontract to maintain and operate the Resource Library. The Library provides a comprehensive Child Welfare Resource Library to serve schools and departments of social work, and public child welfare agencies.