

**ACCESS TO COUNTY PUBLIC ASSISTANCE DATA
STAGE 2 & 3 CHILD CARE PAYMENT SERVICES**

MEMORANDUM OF UNDERSTANDING

July 1, 2024 – June 30, 2027

Between

**MONTEREY COUNTY
DEPARTMENT of SOCIAL SERVICES**

AND

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

**MEMORANDUM OF UNDERSTANDING
(M.O.U.)**

I. DECLARATION

This agreement is entered into by and between the Monterey County Department of Social Services (hereinafter referred to as COUNTY) and Mexican American Opportunity Foundation (hereinafter referred to as MAOF) for the purpose of sharing confidential information between COUNTY and MAOF for the sole purpose of providing Child Care Payment Services. The purpose of this agreement is to identify the roles and responsibilities of each of the parties.

II. BACKGROUND

State of California Regulations Manual of Policies and Procedures (MPP) 47-301.4 and All County Letter (ACL) 19-110 require the exchange of information between County Agencies and Child Care Payment Service Providers for the purposes of administering seamless transitional childcare services for customers between Stages 1, 2 & 3 Child Care and binds each of these agencies by the same confidentiality requirements. COUNTY shall share information with MAOF by provision of access to data gathered by the CalSAWS System and accessed through the Child Care Administrator Portal, an automated Public Assistance Data Software, hereinafter referred to as the Child Care Administrator Portal.

III. CONTRACT ADMINISTRATORS

FOR COUNTY:

Debra McAlahney –
Management Analyst
730 La Guardia
Salinas, CA 93905
(831) 796-3530
perezj@co.monterey.ca.us

FOR MAOF:

Brenda Heller
CalWORKs Director
11 Quail Run Circle, Suite 101
Salinas, CA 93907
(831) 424-0558
bheller@maof.org

IV. SCOPE OF SERVICES

MCDSS agrees to:

1. Provide MAOF with access to specific Customer data at MAOF's Salinas Office located at 11 Quail Run, Ste.101, Salinas, CA 93907, for the purpose of sharing confidential information and accessing the CalWORKs Stage Two Administrator Monthly Report necessary for the provision of Child Care Payment Services to its mutual customers.
2. Provide confidentiality training to the assigned MAOF employees with access to the Child Care Administrator Portal data. Each MAOF employee who has been approved to have access to the Child Care Administrator Portal will be required to sign a CalSAWS Data User Confidentiality Statement, attached as **Exhibit A**, to be kept on record at COUNTY.
3. Provide system training to the approved and designated MAOF employees with access to the Child Care Administrator Portal.
4. Provide a user profile and confidential passwords for appropriate MAOF employees who will have "inquiry only" access to the Child Care Administrator Portal for the purpose of determining eligibility for Child Care Payment Services.
5. Provide Help Desk phone support for issues related to CalSAWS data only.

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MAOF agrees to:

1. Purchase and maintain the necessary equipment/hardware to be used for access to the Child Care Administrator Portal.
2. Allow the time necessary for their employees to attend confidentiality training provided by COUNTY.
3. Require those designated and approved employees with access to the Child Care Administrator Portal to sign and abide by the confidentiality statement with COUNTY and protect the confidentiality of the data to which it will have access.
4. Contact the COUNTY Help Desk at 831-755-4702 should there be problems accessing the Child Care Administrator Portal.
5. Contact the Child Care Payment Unit Supervisor if an update is needed to a case record in the Child Care Administrator Portal. MAOF will have “inquiry only” access to the Child Care Administrator Portal and cannot update records.
6. Provide reports and information regarding MAOF customers to COUNTY upon request.

V. GENERAL PROVISIONS

A. INDEMNIFICATION

MAOF shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney’s fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with MAOF’s performance of this Agreement, unless such claims, liabilities, or losses arising out of the sole negligence or willful misconduct of COUNTY. “MAOF’s performance” includes MAOF’s action or inaction and the action or inaction of MAOF’s officers, employees, agents, and subcontractors.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting MAOF’s duty to indemnify, MAOF shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Comprehensive General Liability including, but not limited to, premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence; and

Comprehensive Automobile Liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this agreement, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence; and

Worker’s Compensation Insurance: If MAOF is an employer, MAOF shall maintain workers’ compensation insurance in accordance with California Labor Code section 3700 and

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with a minimum of \$1,000,000 (one million dollars) per occurrence for employer's liability.

Professional Liability: MAOF shall maintain in effect throughout the term of this Agreement Professional Liability Insurance in the amount of not less than \$1,000,000 (one million dollars) per claim, and \$2,000,000 (two million dollars) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If Professional Liability Insurance is written on a "claims-made" basis rather than an occurrence basis, MAOF shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following this Agreement's expiration or earlier termination.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to COUNTY and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date MAOF completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the COUNTY, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by MAOF'S insurance.

Prior to the execution of this Agreement, MAOF shall file Certificates of Insurance with the Monterey County Contract Administrator, showing that MAOF has, in effect, the insurance required by this Agreement. MAOF shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event the MAOF is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this Agreement, shall be furnished by MAOF to COUNTY Contract Administrator prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. MAOF shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY AND RECORDS

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Confidentiality: MAOF and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 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 W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, 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 MAOF from access to any such records and from contact with its clients and complainants shall be used by MAOF only in connection with its conduct of the program under this Agreement. COUNTY, through the Director, or his designee, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential. They may be disclosed only as permitted by law.

Maintenance and Availability of Records: MAOF shall prepare and maintain all reports and records that may be required by federal, state, or COUNTY rules and regulations and shall furnish such reports and records to COUNTY and to the state and federal governments upon request.

Retention of Records: MAOF shall maintain and preserve all records related to this Agreement and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement for a period of five (5) years from the date of termination of this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective **07/01/24** and remain in full force and effect through **06/30/27** unless sooner terminated as provided herein. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. This Agreement is contingent upon available funding and that MAOF continues to be the COUNTY's Child Care Payment Provider and may be renewed or renegotiated upon mutual written consent of all parties.

This Agreement shall then be subject to annual review and may be extended for up to three (3) one-year extensions upon the mutual written agreement of the parties with no other changes to the Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

Upon the termination of this Agreement or when no longer needed after new data retrieval process is completed COUNTY shall remove the CalSAWS licensed software from the computer owned by MAOF and de-activate all passwords and profiles for CalSAWS access by MAOF employees. This Agreement shall automatically terminate immediately upon MAOF no longer being COUNTY's Stage 2 Child Care Payment Provider.

VI. NOTICES

Notices to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

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Diana Jimenez
Deputy Director
CalWORKs Employment Services, MCDSS
730 La Guardia
Salinas, CA 93905
Phone: (831) 796-3320
Fax: (831) 796-3321

Vicky Santos
Vice President of Operations
MAOF
401 N. Garfield Ave
Montebello, CA 90640
Phone: (323) 278-3687
Fax: (323) 838-9262

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

COUNTY/MCDSS

MAOF

BY _____
Lori A. Medina, Director
COUNTY/MCDSS

DocuSigned by:
Vicky Santos

Vicky Santos, VP of Operations
MAOF

Date _____

Date 6/3/2024 | 8:48 AM PDT

APPROVED AS TO FORM:

DocuSigned by:
Anne Brunton

Anne Brunton, Deputy County Counsel

6/3/2024 | 2:15 PM PDT
Date

CALSAWS DATA USER CONFIDENTIALITY STATEMENT

(Stage 2 & 3 Child Care)

As a user of data of the Child Care Administrator Portal, which is extracted from the CALSAWS System, an automated Public Assistance Data Software, I understand that I will have access to sensitive and personal information regarding clients of Monterey County, Department of Social Services (MCDSS). I understand that this information is strictly confidential and will be used **only** in connection with the enrollment of children in the Stage 2 & 3 Child Care Payment Program. I hereby affirm that I will comply with *Welfare & Institutions (W & I) Code Section 10850, 45 CFR Section 205.50*, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their examination for any purpose not directly connected with the administration of public social services. I further understand that, whether or not covered by *W & I Code Section 10850* or by *45 CFR Section 205.50*, confidential personnel records and the identities of clients shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure.

Violations of this statement include, but are not limited to:

- Accessing information that is not within the scope of your duties.
- Misusing, disclosing without proper authorization, or altering confidential information.
- Disclosing your sign-on code/password to another person for accessing electronic or confidential information.
- Using another person's sign-on code/password to access confidential electronic information.
- Intentional or negligent mishandling or destruction of confidential information.
- Leaving a secured application unattended while signed on; or
- Attempting to access a secured application for purposes other than its intended use.

Violation of this statement constitutes grounds for corrective action up to and including termination of employment. Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties.

I have read and agree to comply with the terms of this Confidentiality Statement:

Name: _____
(Please print)

Signature/Date: _____ / _____
(Please sign) (date)