

COUNTY OF MONTEREY
AMENDMENT #1 to PSA1844
Mexican American Opportunity Foundation

ORIGINAL

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereafter "COUNTY"), and the Mexican American Opportunity Foundation (hereafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of child care services to eligible foster care youth placed in family care settings, originally executed on May 15, 2017 (hereafter "Original Agreement") by adding **\$114,426 effective March 1, 2018** to support additional requirements of the California Department of Social Services (CDSS) Child Care Bridge Program which increases the number of eligible foster children who may have need for child care services through a broadening of eligibility criteria. This increases the contract total to **\$174,426 for the period of July 1, 2017 through June 30, 2018**. To support state required tracking of funding utilization, this Amendment also updates the Monthly Claim Form and the Referral Form from the Original Agreement.

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform the services described in **Exhibit AA** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide care to children who meet State eligibility criteria and children in need of protective services.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$174,426.00**.

3. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AA	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit CC	Monthly Claim Form
Exhibit C-1	Parent Statement/ Hold Harmless
Exhibit C-2	Enrollment & Attendance Register
Exhibit DD	Child Care Bridge Services Referral Form
Exhibit E	Child Abuse Reporting Certification
Exhibit F	HIPPA Agreement
Exhibit G	Audit Requirements
Exhibit H	Lobbying Certification

COUNTY OF MONTEREY
AMENDMENT #1 to PSA1844
Mexican American Opportunity Foundation

4. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly Claims by CONTRACTOR: Not later than the tenth (10th) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit CC**.

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit AA**. Only the costs listed in **Exhibit AA** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

4. Exhibits A, C, and D of the Original Agreement are rescinded and replaced by **Exhibits AA, CC, and DD**, attached.

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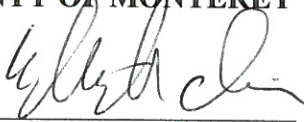
COUNTY OF MONTEREY
AMENDMENT #1 to PSA1844
Mexican American Opportunity Foundation

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY

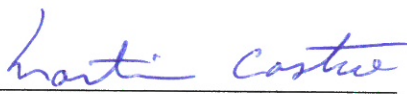
By: 

Elliott Robinson,
Director, DSS

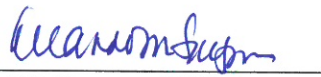
Date: 4/2/18

CONTRACTOR

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

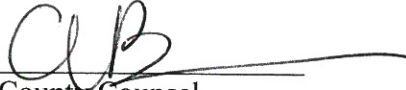
By: 
Martin Castro, President and CEO

Date: 2/1/18

By: 
Orlando M. Sayson, CFO

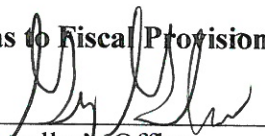
Date: 2/5/18

Approved as to Form:


Deputy County Counsel

Date: Feb 7, 2018

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 2-8-18

**Mexican American Opportunity Foundation (MAOF)
Child Care Services for Foster Children • Scope of Services**

July 1, 2017 – June 30, 2018

I. Contact Information:***Contractor Contact:***

Brenda Heller, Program Director
Mexican American Opportunity Foundation (MAOF)
11 Quail Run Circle, Ste. 101
Salinas, CA 93907
831 424 0558
bheller@maof.org

County Contact:

Patricia L. Hernandez, J.D., Management Analyst
Monterey County Department of Social Services
Family and Children's Services
1000 S. Main St. Ste. 206
Salinas, CA 93901
831 759 6768
hernandezpl@co.monterey.ca.us

II. Child Care Program Services Purpose:

The purpose of this Agreement between the County of Monterey and the Mexican American Opportunity Foundation is to collaborate in a child care services and bridging program to serve eligible families who meet the criteria defined herein.

The goal of the Child Care Bridge Program is to alleviate barriers to placing foster children in family based settings by providing resources for child care, and to augment the capacity of child care programs to meet the needs of eligible foster children residing in family based care. This contract identifies the roles and responsibilities of the COUNTY and the CONTRACTOR in the efforts to support eligible families with subsidized child care, provide child care navigation, and coordinate and/or facilitate trauma informed care training and coaching for child care providers with foster children in their care.

III. Background and Authority:

The lack of access to child care for potential foster families seeking to take in a foster child is one of the top barriers to placing young foster children with families. The passage of Senate Bill (SB) 89 establishes the Emergency Child Care Bridge Program for Foster Children (hereafter the "Child Care Bridge Program), and State directive All County Letter (ACL) 17-109 provides guidance and instruction for how counties can opt into this program to fully utilize the funding within this program. The Child Care Bridge Program provides funding for a comprehensive and collaborative program which consists of three components, as follows:

1. Time limited payment vouchers for child care
2. Child Care Navigation services to eligible families, and
3. Trauma-Informed care and coaching for care providers.

IV. Scope of Services:**1. COUNTY Responsibilities include the following:**

- a. Develop a process by which staff will identify eligible families with foster children between the ages of 0-12 in their care, to include:
 - i. Providing the CONTRACTOR with vital information for the child(ren) and family as needed to:
 1. Secure long term child care,
 2. Provide quarterly reports to the COUNTY as required herein, and
 3. Determine the appropriate funding source for child care services and authorization of funds from either the Bridge Program or the CalWORKs Maintenance of Efforts (MOE) Program.

Mexican American Opportunity Foundation (MAOF)
Child Care Services for Foster Children • Scope of Services

- ii. Referrals shall be made by the COUNTY Social Worker (SW) and approved by the designated point of contact, via the *Child Care Bridge Program Referral Form*.
(Exhibit DD)
- b. Refer eligible families to CONTRACTOR's agency to receive time limited payment vouchers and child care navigation services, and
- c. Identify a point of contact to act as the primary liaison between the CONTRACTOR and the COUNTY, and to work collaboratively with the CONTRACTOR's identified point of contact to evaluate and ensure the efficiency of the program. Point of contact's responsibilities may include but are not limited to:
 - i. Forwarding child care referrals to CONTRACTOR,
 - ii. Attending quarterly meetings with CONTRACTOR to evaluate program efficiency, review best practices, and collaborate to update the process and referral forms as needed,
 - iii. Receive and approve invoices from CONTRACTOR, and
 - iv. Receive and retain periodic reports from CONTRACTOR.

2. CONTRACTOR Responsibility include the following:

- a. **Point of Contact:** Identify a point of contact to work collaboratively with the COUNTY to evaluate and ensure the efficiency of the program. Point of contact's responsibilities may include, but are not limited to:
 - i. Providing quarterly reports to the COUNTY, as outlined in *Section V, Reporting Requirements*, below.
 - ii. Providing monthly invoices to the identified COUNTY contact, and
 - iii. Attend quarterly meetings with the COUNTY at a time and location mutually agreed upon to:
 - 1. Review and evaluate the program and best practices,
 - 2. Recommend updates to the process and referrals forms as needed, and
 - 3. Review cases which will hit their 6th month of services in the upcoming quarter to discuss the potential need for an additional 6 month extension, and recommend to the COUNTY whether an extension would be beneficial to the family in obtaining long term child care.
- b. **Issuance of Vouchers:** Provide child care services to children who meet eligibility criteria for referral by the COUNTY, via the issuance of payment vouchers.
 - i. Vouchers shall be paid for eligible children between the ages of 0-12. Children with exceptional needs and severely disabled children may be eligible up to age 21.
 - 1. The COUNTY shall be responsible for determining whether a child/youth meets the criteria for receiving vouchers beyond age 12, and for notifying the CONTRACTOR of its determination via the referral form.
 - ii. Care shall be provided for such length of time as designated by the referral.
 - iii. In a given week, care shall not exceed twelve (12) hours in a day and six (6) days in a week.
 - 1. In any given week of care, hours of care requested shall not exceed 60 hours
 - iv. Maximum length of time for issuance of vouchers is six (6) months, as follows:
 - 1. Max period per referral shall be three (3) months. Families shall not be issued vouchers beyond the three-month period without a new referral from the COUNTY.
 - 2. At the COUNTY's discretion, an additional six (6) months of vouchers may be approved by the designated analyst, when it has been determined that additional time is necessarily in order to secure long term subsidized child care. Extended vouchers shall not exceed six (6) months, totaling an overall eligibility period for specialized circumstances not to exceed twelve (12) months.
 - v. Vouchers shall be paid directly to the care provider. No vouchers or direct payments shall be issued to the family.

Mexican American Opportunity Foundation (MAOF)
Child Care Services for Foster Children • Scope of Services

- vi. Care provider shall be chosen from among one of the licensed centers operated by the CONTRACTOR, other licensed care facilities in Monterey County, or with a family member or community person approved by the CONTRACTOR.
 - vii. Vouchers shall not be paid in excess of the service hours per week requested on the *Child Care Bridge Program Referral Form (Exhibit DD)*.
 - 1. If there is a need to extend the hours per week originally requested, the COUNTY must complete and submit a new referral.
 - viii. Make a determination as to the appropriate funding source from which to pay for child care (i.e. the Child Care Bridge Program funds, the CalWORKs MOE funds, etc.)
 - ix. Provide a copy of the Notice of Action (NOA) to the COUNTY once a determination is made for each family.
 - x. Assess eligibility for utilization of Child Care Bridge Program Funds for foster children on the wait list for services through MOE.
- c. Child Care Navigator:** Designate a Child Care Navigator position to provide navigation resources to the families, and act as a liaison to the COUNTY as follows:
- i. Work with the family, COUNTY SW, and Child and Family Team (CFT) to assess the available child care resources based on the child's age and specific needs.
 - ii. Assist the family with accessing child care at the time of placement, and longer term child care options based on the child's age and specific needs, including assistance with completing appropriate child care program applications, and enrollment into child care programs,
 - iii. Connect the family to information and resources regarding school readiness and child care in order to empower families and improve their ability to identify and access resources in the long term, and
 - iv. Assist the family in developing a long-term child care plan and to secure long term subsidized child care.
 - v. Child Care Navigation Services shall not be contingent upon receipt of a voucher.
- d. Trauma-Informed Care Training and Coaching:** Provide trauma informed care training and coaching to child care providers working with children, and children of parenting youth, in the foster care system. In addition, the CONTRACTOR will provide assistance to the care provider in identifying the providers training needs and available trainings to meet these needs. These trainings shall include but are not limited to:
- i. Infant and toddler development, and
 - ii. Research based, trauma informed best care practices for children in the Child Welfare System.
 - iii. Trauma informed trainings shall be conducted by an entity with expertise in trauma, chosen by the CONTRACTOR and approved by the COUNTY.
 - 1. Trainer Curriculum must be approved by COUNTY before being offered to care providers
 - 2. CONTRACTOR may subcontract to Title IV-E Training providers to meet training needs.
 - 3. Upon availability, CONTRACTOR will utilize trainings and/or curriculums developed by the California Department of Social Services (CDSS) before subcontracting to other training providers.

V. Reporting Requirements:

1. Quarterly reports to the COUNTY shall include the following information for the report period:
- a. Number of referrals received,
 - b. Number of families served by the Child Care Navigator,
 - c. Number of families who received vouchers, including a report of vouchers by age groupings 0-2, 3-5, and 6-12.

**Mexican American Opportunity Foundation (MAOF)
Child Care Services for Foster Children • Scope of Services**

- d. Number of families who received vouchers for foster youth ages 12-21, based on special need circumstances.
- e. Average duration of vouchers issued,
- f. Statistical information on each child for which a voucher was issued, including:
 - i. Name,
 - ii. DOB,
 - iii. Length of time bridge payments were issued, and
 - iv. Type of care setting selected.
- g. Length of time from receipt of referral to issuance of vouchers for eligible families,
- h. Number of families in transition to long term subsidized care,
- i. Number of families successfully transitioned into long term subsidized care,
- j. Average length of time for transition,
- k. Number of families unable to transition into long term child care programs prior to expiration of voucher period,
- l. Number of trauma-informed care trainings held for providers,
- m. Number of coaching sessions held for providers, and
- n. Number of providers who attended either trainings or coaching sessions.

2. Report Format and Submissions: Quarterly reports shall reflect data broken down by month within the report quarter, and shall be provided to the COUNTY by the CONTRACTOR no later than the 10th day of first month following the report quarter, as follows:

Report Quarter	Due Date
January, February, March	April 10 th
April, May, June	July 10 th
July, August, September	October 10 th
October, November, December	January 10 th

VI. Confidentiality:

To ensure the safety of client information, CONTRACTOR and COUNTY will abide by all applicable State and Federal Regulations as appropriate, and by their own agency and professional confidentiality requirements as it pertains to client information. Additionally, all parties, and their officers, employees, and agents shall comply with Welfare and Institutions Code (W&IC) §10850, 45 CFR 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit records from being opened for examination for any purpose not directly connected with the administration of public social services. Confidential information gained by access to any records from contact with foster children and their caregivers shall be used only in connection with the conduct of the program under this agreement, or as otherwise permitted by law.

VII. Invoice/Payment Provisions:

CONTRACTOR will provide the COUNTY with an invoice, including supporting documentation, no later than the 10th of the month for services rendered in the prior month. The CONTRACTOR shall utilize the invoice template included as **Exhibit CC**. The total amount payable by the COUNTY to the CONTRACTOR for the contact period shall not exceed **one hundred seventy-four thousand, four hundred twenty-six dollars (\$174,426.00)**.

All invoices shall be submitted on the invoice form set forth in Exhibit D. Original invoices shall be mailed to:

***Patricia L. Hernández,
Management Analyst
MCDSS, Family and Children's Services
1000 S. Main St. Ste. 206
Salinas, CA 93901***

Mexican American Opportunity Foundation (MAOF)
Child Care Services for Foster Children • Scope of Services

Annual budget funds shall be utilized as follows:

Line Item	Total	Funding Source	Total by Fund Source
Child Care Vouchers	\$83,168.00	Child Care Bridge Funds	\$129,685.00
Child Care Navigator	\$31,822.00	Child Care Bridge Funds	
Trauma Informed Training and Coaching	\$14,695.00	Child Care Bridge Funds	
Admin @ \$17.5%	\$28,047.25	County	\$44,741.00
Miscellaneous*	\$16,693.75	County	
		Grand Total	\$174,426.00

**Miscellaneous funds can be used to cover expenses related to training (including incidentals for facilitation of trainings), and voucher costs in excess of the line item total listed above.*

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**Monterey County Dept. of Social Services and
The Mexican American Opportunity Foundation (MAOF)
Child Care Services for Foster Children 01/01/2018-06/30/2018**

REPORT OF EXPENDITURES

Invoice for the month of: _____

Invoice Number: _____

Date: _____

Funding Source: _____

Budget Item	Total Budget	Previous YTD Expenditures	Current Month Expenditures	Current YTD Expenditures	Remaining Balance
Total: Child Care Vouchers	\$ 83,168.00	\$ -	\$ -	\$ -	\$ 83,168.00
Ages 0-2				\$ -	
Ages 3-5				\$ -	
Ages 6-12				\$ -	
Child Care Navigator	\$ 31,822.00			\$ -	\$ 31,822.00
Total: Trauma Informed Training	\$ 14,695.00	\$ -	\$ -	\$ -	\$ 14,695.00
Training Sessions				\$ -	
Coaching Sessions				\$ -	
MOE Match Funds	\$ 44,741.00	\$ -	\$ -	\$ -	\$ 44,741.00
Admin Costs	\$ 28,047.25			\$ -	
Miscellaneous	\$ 16,693.75			\$ -	
Totals	\$ 174,426.00	\$ -	\$ -	\$ -	\$ 174,426.00

I hereby certify that, to the best of my knowledge, this report is correct/complete and the costs are eligible for reimbursement pursuant to the terms of the contract.

Person completing the form: _____

Title: _____

Phone: _____

Authorize Signature: _____

Date: _____

Monterey County DSS Authorization Signature: _____

Date: _____

REMIT TO: Mexican American Opportunity Foundation (MAOF)

11 Quail Run Circle, Ste. 101
Salinas, CA 93907

Monterey County DSS, Family and Children's Services

Child Care Bridge Services Referral Form

Referral Date: _____

Parent/Caregiver Name: _____

Home/Cell Phone: _____

Address: _____

Work Phone: _____

Child(ren) Information:	Name	DOB	Age Range			
Child 1			☐ 0-2	☐ 3-5	☐ 6-12	☐ over 12*
Child 2			☐ 0-2	☐ 3-5	☐ 6-12	☐ over 12*
Child 3			☐ 0-2	☐ 3-5	☐ 6-12	☐ over 12*
Child 4			☐ 0-2	☐ 3-5	☐ 6-12	☐ over 12*
Child 5			☐ 0-2	☐ 3-5	☐ 6-12	☐ over 12*

*Child Care Requests for children over 12 must meet special criteria for exceptional need and/or disability.

If child is over 12, please explain the exceptional need and/or disability: _____

Eligibility Criteria:

Placement Type – Check One:

- ☐ Approved Resource Family
☐ Pending RFA – Emergency Placement
☐ Pending RFA – Compelling Reason
☐ Licensed/Certified Foster Family Home

Caregiver: Check One

- ☐ Living with a Parent (VFM/FR/FRP)
☐ Relative/Nearkin
☐ Parent is a Dependent
☐ Non Related/Non Nearkin Foster Family

CalWORKs Qualifiers:

Parent's SSN (if child(ren) is living with their parent): _____

Is the child living w/a Parent on Cash Aid AND working or in a CalWORKs Activity?

☐ Yes ☐ No

Is the child living w/a Parent who has been a CalWORKs recipient in the past (2) two years?

☐ Yes ☐ No

Is the child living with a relative and receives Non Needy CalWORKs

☐ Yes ☐ No

Care Request Information:

Period of Services (not to exceed 3 months)

Service Begin Date (MM/DD/YYYY): _____

Service End Date (MM/DD/YYYY): _____

Preferred Method of Care Setting:

- ☐ Center Based
☐ Relative/Family Friend
☐ Licensed Family Home
☐ No Preference

☐ Recommend MAOF waive Income Ceiling
☐ Recommend MAOF waive Family Fee

Requested Care Hours (max hrs 12/day; max days 6/wk)

Monday	☐ Yes ☐ No	# of hrs: _____
Tuesday	☐ Yes ☐ No	# of hrs: _____
Wednesday	☐ Yes ☐ No	# of hrs: _____
Thursday	☐ Yes ☐ No	# of hrs: _____
Friday	☐ Yes ☐ No	# of hrs: _____
Saturday	☐ Yes ☐ No	# of hrs: _____
Sunday	☐ Yes ☐ No	# of hrs: _____

Requesting SW Signature: _____

Date: _____

Requesting SW Name: _____

Phone Number: _____

Analyst Review/Approval: _____

Date: _____

MAOF Use Only		
C-IV Case Number:	Enrollment Date:	☐ Stage 1 Eligible ☐ Stage 2 Eligible
MAOF Worker Name:		Phone Number:
If Denied – list reason for ineligibility:		