

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Tulare County Superintendent of Schools** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of the Emergency Child Care Bridge program to increase the number of foster children successfully placed in home-based family care, increase capacity of child care programs to meet the needs of foster children in their care, and maximize funding to support the child care needs of eligible families.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the CWS program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of April 1, 2018 and expires at 11:59 PM on June 30, 2019, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D and E can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Contracts Unit
Tulare County Health and Human
Services Agency
5957 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559-733-6318

CONTRACTOR:

Tulare County Superintendent of Schools
6200 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-741-7358
Fax No.: 559-737-4378

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

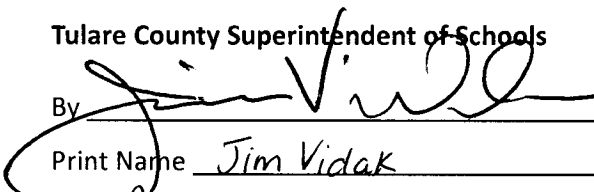
8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind

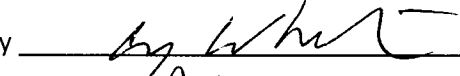
**COUNTY OF TULARE
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CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 3/27/18
By 
Print Name Jim Vidak
Title County Superintendent of Schools

Date: 3/27/18
By 
Print Name Craig Wheaton
Title Deputy Superintendent

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____
By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

By M. W. G. 4/17/18
Deputy
Matter # 2018323

EXHIBIT A
SCOPE OF WORK
Tulare County Superintendent of Schools, Child Care Resource and Referral Program
6200 S. Mooney Blvd, Visalia CA 93277

Emergency Child Care Bridge Program: Child Care Navigator and Trauma-Informed Care Training Services

This agreement is entered into, by, and between the Tulare County Health and Human Services, Child Welfare Services (CWS) and Tulare County Superintendent of Schools Child Care Resource and Referral (R&R) Program.

I. PURPOSE

The purpose of this agreement is to set forth the terms and conditions between CWS and R&R to increase the number of foster children successfully placed in home-based family care, increase capacity of child care programs to meet the needs of foster children in their care, and maximize funding to support the child care needs of eligible families. This agreement identifies the roles and responsibilities of CWS and R&R in efforts to recruit, retain, and support eligible families with subsidized child care, child care navigator, and child care providers to receive trauma-informed care training and coaching for foster children in their care. This agreement facilitates interagency communication and, to the maximum extent possible, will leverage federal Title IV-E funding, including administrative funding, available to Title IV-E of the federal Social Security Act, to enhance the navigation and training supports authorized by SB 89.

II. 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, established the Emergency Child Care Bridge Program for Foster Children (Bridge Program). The Bridge Program provides a monthly payment or voucher for child care for up to six months and a child care navigator. Trauma-informed care training and coaching is also provided to child care providers who care for children in foster care.

III. COUNTY CHILD WELFARE AGENCY RESPONSIBILITIES

CWS will operate the Child Care Payment function of the Bridge Program. CWS will determine eligibility of a child for the Bridge Program using the criteria outlined below. Eligible families may receive a payment when work or school responsibilities preclude the eligible families from being at home when the foster child is not in school or for periods when the family is required to participate, without the child, in activities associated with parenting a child that are beyond the scope of ordinary parental duties, including but not limited to, attendance at administrative or judicial reviews, case conferences, and family training.

CWS may establish additional eligibility criteria based on local priorities for the populations who are eligible for Bridge Program funding. Child care providers that are otherwise eligible for a child care subsidy are eligible for Bridge Program funds. Eligible families shall have choice in selecting child care providers.

Child Care payments or vouchers may be provided for up to six months until the child is successfully enrolled into long-term, subsidized child care. Eligibility may be extended an additional six-month, not to exceed 12 months, at the discretion of the county, if the family is unable to secure long-term, subsidized child care during the initial six-month period. While enrolled in the Bridge Program, if the

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family secures a subsidized child care placement prior to the completion of the initial six-month period (or in the case of an extension for up to the 12 month period), the payment provided via the Bridge Program shall be terminated.

CWS will:

- Determine eligibility and establish local priorities and program parameters for children accessing the Bridge Program to increase placement stability for foster children placed with eligible families. Families eligible for a child care Bridge Program payment include:
 - Resource families and families that have a child placed with them in an emergency or for a compelling reason;
 - Licensed foster family homes or certified families;
 - Approved homes of relatives or nonrelative extended family members; and
 - Parents under the jurisdiction of the juvenile court, including, but not limited to non-minor dependent parents.
- Distribute the voucher payment directly to the eligible family or child care provider
- Ensure the payment or voucher is in an amount commensurate with the RMR ceiling payment rates;
- Take the necessary steps to maximize funding from local, state, and federal sources. Counties are reminded of responsibilities related to monitoring the use of Title IV-E and other federal funds in County Fiscal Letter (CFL) No. 16/17-75, dated June 20, 2017

CWS will be responsible to report required data collection to CDSS upon request. This may include, but is not limited to the following:

- Number of children birth through 12 currently being served in child welfare system, both in and out-of-home;
- Projected number of children to be served;
- Net change in population served;
- Number of eligible families available in the report period;
- Length of time to process and issue the voucher to eligible families;
- Type of child care setting selected;
- Number and average duration of vouchers disbursed;
- Length of time (or number of months) child received the payment or voucher;
- Number of referrals to child care navigators;
- Number of families served by navigators;
- Number of children enrolled in Bridge subsidized child care;
- Number of children enrolled in non-Bridge subsidized care;
- Number of children transitioning from Bridge to non-Bridge subsidized care;
- Length of time to transition from Bridge to non-Bridge subsidized care;
- Number of trauma-informed care trainings held;
- Number of child care providers attending trauma-informed care trainings;
- Number of coaching sessions held;
- Number of child programs and child care providers served; and
- Other funding and sources used to support/supplement the program, if applicable.

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IV. R&R RESPONSIBILITIES

Child Care Navigator

R&R will provide a child care navigator to provide services to eligible families. The navigator will assist with finding a child care provider, securing a subsidized child care placement if eligible, completing child care program applications, and developing a plan for long-term child care appropriate to the child's age and needs. Eligibility for navigator services shall not be contingent on a child's receipt of a child care payment or voucher.

The child care navigator works with the eligible family, child welfare worker, social worker or probation officer, and child and family team to assess child care opportunities and provide consumer education to the family based on the child's age and needs. Eligibility for navigator services shall not be contingent on a child's receipt of a child care payment or voucher.

The child care navigator will:

- Be knowledgeable of the services provided by R&R including the entire child care subsidy system
- Assist the family, child welfare worker, social worker, or probation officer, and other child and family team members with accessing child care at the time of placement as well as identifying child care options appropriate to the child's age and needs;
- Connect the family to information and resources about school readiness and child care to empower families and improve their ability to access resources and make informed decisions about the child care needs of the child;
- Assist the family in identifying potential opportunities for an ongoing child care subsidy if eligible;
- Assist the family in completing appropriate child care program applications and enrolling into a child care program; and
- Develop an overall, long-term child care plan for the child, including plans, where possible, to minimize child care transitions or disruptions for the child
- Maintain a detailed log of all families and children served in the Bridge program to track data on the number of families and children served, this may include but is not limited to the following:
 - Demographic information on each family and child served;
 - Type of child care setting selected;
 - Number of referrals to child care navigators;
 - Number of families served by navigators;
 - Number of children enrolled in Bridge subsidized child care;
 - Number of children enrolled in non-Bridge subsidized care;
 - Number of children transitioning from Bridge to non-Bridge subsidized care;
 - Length of time to transition from Bridge to non-Bridge subsidized care;
 - Any additional information required by CDSS

Trauma-Informed Care Training and Coaching

R&R in receipt of funding pursuant to SB 89 is required to provide trauma-informed care training and coaching to child care providers working with children, and children of parenting youth, in the foster care system. The California Child Care Resource and Referral Network (Network) will develop and coordinate the training content to be used by all participating local R&Rs. Training will include, but is not limited to, infant and toddler development and research-based, trauma-

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informed best care practices for children in the child welfare system. Child care providers shall receive coaching to assist them in applying the training curriculum and learn strategies for working with children in foster care.

R&R will be responsible to maintain a log of care providers served to track the following information regarding trauma-informed care training and coaching that is provided:

- Number of Trauma-informed trainings provided
- Number of Child Care providers that attended the trauma-informed care trainings
- Number of Coaching sessions
- Number of Child Care providers that received coaching sessions

R&R will obtain sign in sheets at each trauma-informed training session to verify trainings provided and care provider attendance.

V. REPORTING REQUIREMENTS

CWS will be responsible for collecting, analyzing, and submitting data about the Bridge Program as required by CDSS.

R& R will be responsible to collect, track, and submit data quarterly (separated out by month) to CWS on the number of families, children, and care providers served as delineated above in section IV.

VI. CONFIDENTIALITY, MUTLIDISCIPLINARY TEAM PROTOCOL, AND RECORDS

Confidentiality:

Both Parties and their officers, employees, agents and subcontractors shall comply with WIC section 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 section 10850 or by 45 CFR section 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 R&R from access to any such records and from contact with its clients and complainants, shall be used by TCOE only in connection with its conduct of the program under this contract or as otherwise permitted by law. CWS shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by CWS shall remain confidential and may be disclosed only as permitted by law.

Multidisciplinary Team (MDT) Protocol:

R&R employees under this agreement may attend team meetings and follow CWS' Multidisciplinary Team (MDT) protocol. Prior to attending one of these meetings, employees must first attend a Multidisciplinary (MDT) Confidentiality and Mandated Reporting training provided by the Tulare County Child Welfare Services Training department. A copy of the MDT protocols will be distributed to each person who attends the MDT Confidentiality and Mandated Reporting training upon completion.

Retention of Records:

R&R shall maintain and preserve all records related to this agreement (and shall assure the

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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 final payment under this agreement and beyond the five year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved.

Exhibit B
Compensation

Tulare County Superintendent of Schools, Child Care Resource and Referral Program
6200 South Mooney Blvd, Visalia, CA 93277

Fiscal Year 2017/2018:

Child Care Navigator:	\$ 88,210
Trauma-informed Training:	<u>\$ 119,677</u>
Total:	\$ 207,887

Fiscal Year 2018/2019

Child Care Navigator:	\$ 176,420
Trauma-informed Training:	<u>\$ 239,354</u>
Total:	\$ 415,774

Payment Amount and Fee Schedule

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$207,887 for Fiscal Year 2017/2018 and \$415,774 for Fiscal year 2018/2019. This agreement is funded by the Emergency Child Care Bridge program for Foster Children allocation under the state general fund and Title IVE administrative funding under the federal Social Security Act. As a condition of receiving Bridge Program Funds, the parties shall, to the maximum extent possible, leverage federal funding, including administrative funding, available pursuant to Title IV-E of the federal Social Security Act. For additional guidance on reimbursable and non-reimbursable Title IV-E administrative activities please see ACL No. 04-32.

Payment for service shall be on a reimbursement basis for adequately documented costs associated with cost principles and standards of OMB circular A-87.

- Costs shall be adequately documented
- Direct cost shall be specifically identified to services performed
- Employees shall be compensated for time specifically identified to service performed
- Travel expenses shall be specifically identified to service performed

No indirect costs are allowed under this agreement. Costs must be direct to program expenditures. All invoices must be submitted to Tulare County no later than fifteen days after the end of each month or after termination of this agreement.

Fiscal Impact/Financing

These funds are contingent upon funding by the California Department of Social Services. In the event these funds are affected, then the contract shall be modified or terminated. Changes in the percentage of the Foster Care Discount Rate could affect the amount of federal Title IVE administrative funding.

Exhibit B

Compensation

Tulare County Superintendent of Schools, Child Care Resource and Referral Program
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Case Management Requirements

Contractor shall comply with the provision of Welfare and Institutions Code Section 10850, the California Department of Social Services Manual of Policy and Procedures, Division 19 Regulations, the federal statutes and regulations to assure (in partial summary) that all records concerning an individual shall be kept confidential and shall not be open to examination for any purpose not directly connected with administration, performance, compliance, monitoring or auditing of the agreement.

Child Abuse and Neglect Reporting Act

The California Child Abuse and Neglect Reporting Law are currently found in Penal Code (P.C.) Sections 11164-11174.31. The primary intent of the reporting law is to protect an abused child from further child abuse. Child abuse must be reported when a mandated reporter, "in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." (P.C. 11166 (a))

Exhibit C
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.