

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 29284**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 29284 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **TULARE COUNTY SUPERINTENDENT OF SCHOOLS** ("CONTRACTOR"), as of _____, with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement Number 29284 on July 1, 2019 to partner for the purpose of the Emergency Child Care Bridge Program for Foster Children.

B. COUNTY and CONTRACTOR desire to amend the Agreement's Exhibit A, the Scope of Work, to reflect that the CONTRACTOR shall process child care provider payments. Previously COUNTY was processing these payments.

C. COUNTY and CONTRACTOR further desire to amend the Agreement's Exhibit B, Compensation because the State released a revised County Fiscal Letter with different allocation amount for this Emergency Childcare Bridge Program.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. This First Amendment becomes effective as of October 1, 2019.
2. Exhibits A and B to the Agreement are hereby replaced with the attached Exhibit A, Scope of Work, and Exhibit B, Compensation.
2. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.


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**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28708**

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

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date 10/16/19

By 
Print Name TIM A. HIRE
Title SUPERINTENDENT

Date _____

By _____
Print Name _____
Title _____

[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: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By  10/25/19
Deputy

Matter # 20191466

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:

- 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.
- 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:

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- Work with the TCOE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all clients served under this agreement.
- Provide TCOE access to the Child Welfare Services Emergency Childcare Bridge Application Program for the purpose of:
 - Counties are required to submit data and outcomes using the CCB 18. The CCB 18 includes data on Bridge Program eligibility and enrollment, type of voucher placements and child care settings, the length of time receiving voucher, and child care transition information. The data also includes the number of referrals to, and families served by, child care navigators as well as the number of trauma-informed care trainings held. This data will be derived from the information entered by TCOE in the Child Welfare Services Emergency Childcare Bridge Application Program.
 - Collect and submit monthly data and outcomes to the California Department of Social Services (CDSS) using the Emergency Child Care Bridge Program for Foster Children Report (CCB 18)
- Provide access to the Child Welfare System/Case Management System (CWS/CMS) for the purpose of:
 - Obtain pertinent information to assist TCOE to assess and provide services in reference to the Emergency Childcare Bridge program.
- Obtain pertinent information to assist TCOE to assess and provide services to foster youth including:
 - 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 Payments

R&R will:

- 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;

R&R will operate the Child Care Payment function of the Bridge Program. 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 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.

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.

Navigator services shall be made available to any child in foster care, any child previously in foster

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care who has returned to his or her home of origin, and any child of parents involved in the child welfare system, including any child who meets the eligibility criteria for the Bridge Program.

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
 - Collect and submit monthly data and outcomes to the Tulare County CWS using the Emergency Child Care Bridge Program for Foster Children Application Software provided by Tulare County.

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-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

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- 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.

R&R will be responsible for collecting childcare provider's monthly timesheets, calculating them and then providing them to Tulare County for payment.

VI. CONFIDENTIALITY, MULTIDISCIPLINARY 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. Sign and adhere to Tulare County's confidentiality statement. 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.

Confidential information gained by TCOE from access to any such records and from contact with its clients and complainants or access through Child Welfare System/Case Management System (CWS/CMS), 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.

Child Welfare Services/Case Management System (CWS/CMS):

TCOE staff will sign a confidentiality of information form attesting that all information obtained through the Child Welfare Services/Case Management System (CWS/CMS) adheres to 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.

CWS will provide training to TCOE staff on the usage of CWS/CMS.

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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 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
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Fiscal Year 2019/2020:

Child Care Navigator:	\$ 183,475
Trauma-informed Training:	\$ 260,453
Childcare Payment/Voucher	<u>\$ 527,594</u>

Total: **\$ 971,522**

<u>Fiscal Year 2019/2020:</u>	2019/2020 Budget	Title IV-E fed disc rate (avg)	Total Budget
Navigator (50/50/0/0 sharing ratio)	101,931	81,544	183,475
Training (75/25/0/0sharing ratio)	76,604	183,849	260,453
Voucher- Reimbursement to Child Care Providers	435,265		435,265
Voucher – Administration	92,329		92,329
Total	\$706,129	\$265,393	\$971,522

Payment Amount and Fee Schedule

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$971,522 for Fiscal Year 2019/2020. 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 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS.

- 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

Exhibit B

Compensation

Tulare County Superintendent of Schools, Child Care Resource and Referral Program
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Costs must be directly related to the Emergency Child Care Bridge program for Foster Children program expenditures. Administrative and or indirect charges are limited to no more than 17.5% of the voucher allocation and will be deducted from that budgeted line item. 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.

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))