

**CITY OF SAN ANTONIO  
COMMUNITY INITIATIVES DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Sheryl Sculley, City Manager

**FROM:** Dennis J. Campa, Director, Department of Community Initiatives

**SUBJECT:** Funding related to the Alamo Child Care Delivery System Program

**DATE:** May 4, 2006

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of an agreement with Mid-Coast Family Services, Inc. (Mid-Coast Family) in an amount up to \$97,500 to provide child care services to Mid-Coast Family's Access to Recovery (ATR) program clients for the period April 1, 2006 through September 30, 2007. It also approves a revised FY 2006 CCDS program budget and personnel complement.

**BACKGROUND INFORMATION**

The Texas Workforce Commission (TWC) is responsible for administering the State's subsidized childcare program. TWC contracts the responsibility for the integrated delivery of childcare and workforce programs to local workforce development boards. Alamo WorkSource, the local workforce board that serves Bexar and the 11 surrounding counties, has contracted with the City's Department of Community Initiatives' (DCI) for 14 years to operate the Alamo Child Care Delivery System (CCDS) program. CCDS also provides eligibility and certification services, counseling on the selection of childcare, and referrals to childcare facilities.

**Mid-Coast Family - Access to Recovery (ATR) program**

The Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, funds the Access to Recovery (ATR) program through the Texas Department of State Health Services. Mid-Coast Family is a non-profit organization that provides programs to address family violence, substance misuse, homelessness, youth intervention, and various other issues. Mid-Coast uses ATR funds for substance abuse clinical treatment and recovery support services, such as child care for its clients. Clients will be assessed to determine eligibility for the CCDS program and enroll when eligible and funding is available. During this transitional period, CCDS will enroll the client into a licensed provider and submit monthly billings for reimbursement by Mid-Coast Family at a rate of \$25 per day for full-time care and \$18 per day for part-time care.

**POLICY ANALYSIS**

The Mid-Coast Family agreement will allow for the full-time care of approximately 10 children at any given time and provide a seamless transition of eligible clients into CCDS.

### FISCAL IMPACT

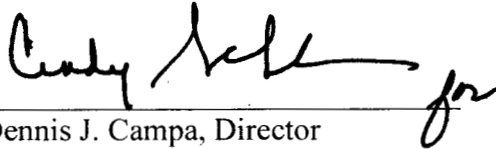
This ordinance accepts an amount up to \$97,500 from Mid-Coast Family for child care services. There is no impact to the City's General Fund.

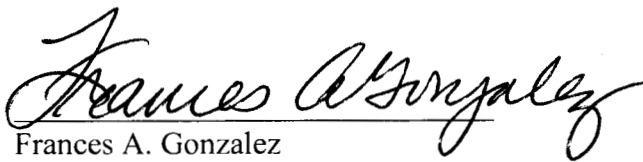
### COORDINATION

DCI coordinated activities with Mid-Coast Family, the Finance Department, the City Attorney's Office, and the Office of Management and Budget.


### SUPPLEMENTARY COMMENTS

Provisions of the City's Ethics Ordinance do not apply.

  
Dennis J. Campa, Director  
Department of Community Initiatives

  
Frances A. Gonzalez  
Assistant City Manager

Approved for Council Consideration:

  
Sheryl Sculley  
City Manager

Contract # \_\_\_\_\_

MEMORANDUM OF AGREEMENT  
BETWEEN  
MID-COAST FAMILY SERVICES, INC.  
AND  
CITY OF SAN ANTONIO

The following Memorandum of Agreement (MOA) sets forth the terms of agreement between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "CITY") acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and Mid-Coast Family Services, Inc. (herein referred to as the Assessment Provider or "AP").

**I. Purpose of MOA**

It is the purpose of the MOA to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to Child Care Services for the Access to Recovery (ATR) Program clients.

Through this MOA, CITY and AP agree to ensure the provision of licensed child care center services for ATR clients.

It is understood by both parties that the responsibilities of CITY described in the MOA may be met by direct action or through the activities of entities contracting with CITY for that purpose. Similarly, it is understood by both parties that the AP's responsibilities described in the MOA may be met by direct action or through the activities of entities contracting or partnering with the AP for that purpose.

**II. Duration of MOA**

The MOA shall commence on April 1, 2006 and shall remain in full force and effect until September 30, 2007, unless terminated earlier by either party pursuant to Article IX.

**III. General Provision**

It is understood by both CITY and AP that each party should be able to fulfill its responsibilities under this MOA in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOA is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOA consistent with such party's statutory and regulatory mandates, the affected party should immediately provide written notices to the other party. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

**IV. Responsibilities Under this MOA**

In consideration of the mutual aims and desires of the parties to this MOA and in recognition of the public benefit to be derived from effective implementation of the services involved, the parties agree that their responsibilities under this MOA are as follows:

*The CITY agrees to:*

- a. Provide a point of contact for coordinating services through this MOA.
- b. Provide intake and assessment to determine client's eligibility for all child care programs funded by Texas Workforce Commission through the Alamo Workforce Development, Inc. d/b/a Alamo WorkSource and enroll clients in said programs when eligible and funding is available.
- c. Accept the rate of \$25.00 per day for full time childcare services and \$18 for part-time services from AP.
- d. Coordinate all child care assistance activities for ATR clients with AP's Care Coordinator. Care Coordinator is defined in this MOA as the point of contact for AP.
- e. Provide client childcare service within 48 hours upon receiving an approved referral from the AP.
- f. Provide only licensed childcare centers services to ATR clients, to include the Rising Star program, special needs licensed childcare centers when needed, and services that are within the proposed rate.
- g. Provide the client a copy of rights and responsibilities regarding the provision of childcare services.
- h. Provide accurate billing information for each client individually to the Assessment Provider for the purpose of processing payments.

*The Assessment Provider (AP) agrees to:*

- a. Ensure a point of contact (Care Coordinator) for coordinating services through this MOA.
- b. Contact CITY's designated point of contact via phone, email or fax with client referral information prior to sending client. CITY's designated point of contact for this contract is the CCDS Social Services Manager.
- c. Provide client with completed referral form to initiate services.
- d. Provide CITY with a release of information form signed by client allowing for the sharing of information between CITY and AP. Such release shall include but not be limited to client participation and child or children's attendance.
- e. Inform CITY's designated point of contact of service authorization for full or part-time care and days of care.
- f. Enter required billing information into the Department of State Health Services (DSHS), Behavioral Health Integrated Provider System (BHIPS) system to generate.
- g. Ensure prompt payment to CITY within a maximum of 30 days.

**V. Allocation of Costs**

The Assessment Provider assumes full responsibility for all costs associated with the performance of its responsibilities under this MOA.

## **VI. Unenforceable Provisions**

In the event that any provision of this MOA is unenforceable, or held to be unenforceable, then CITY and Assessment Provider agree that all other provisions of this agreement have force and effect, and shall not be affected.

## **VII. Confidentiality**

The CITY and AP agree to share with each other all information necessary for the provision of services under this MOA, in compliance with all provisions regarding confidentiality that affect either party's funding streams to ensure that:

- a. All individual records related to services provided under this MOA, including eligibility for services, enrollment, and referral will be considered to be confidential and will not be open to examination for any purpose not directly connected to the delivery of such services, unless required by law.
- b. No person will publish or disclose, use, permit, or cause to be published, disclosed or used, any confidential information pertaining to clients.
- c. Both the CITY and AP will follow all policies of their institutions, as well as all state and national laws related to discharging confidential information on customers.
- d. Notwithstanding VIIa, VIIb, and VIIc herein, CITY and AP understand and agree that CITY must comply with the Texas Public Information Act, that all record requests for information held in the possession of CITY are subject to the provisions of said act, and that the release of such information must be considered pursuant to these provisions.

## **VIII. Discrimination Clause**

- a. Parties to this MOA will not unlawfully discriminate, harass or allow harassment against any employee or applicant, or applicant for employment or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status.
- b. Parties to this MOA will assure compliance with the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination on the basis of disability as well as applicable regulations and guidelines issued pursuant to the ADA.

## **IX. Amendment or Termination of MOA**

- a. The parties to this MOA reserve the right to modify the scope, direction, structure and content of this MOA based upon legislative changes, directives of the Department of State Health Services (DSHS), availability of funding, or other circumstances as warranted and agreed upon by the parties. The MOA may be amended at any time, but the amendment shall be in writing, by mutual consent of the parties. The Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by

all applicable local, state and federal laws.

b. The MOA may be terminated by either party upon thirty (30) days written notice except where the termination is for cause, i.e. a material and significant breach of any of the provisions of this MOA, it may be terminated upon delivery of written notice to the other party. The terminating party shall thereupon have the right to terminate this Contract by sending written notice to the other party of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The CITY shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of San Antonio**

**Assessment Provider**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dennis J. Campa

\_\_\_\_\_  
Randy Vivian

\_\_\_\_\_  
Director, Department of Community  
Initiatives

\_\_\_\_\_  
Chief Executive Officer, Mid-Coast Family  
Services, Inc.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**2006 CHILD CARE DELIVERY SYSTEM PROGRAM**

October 1, 2005 - September 30, 2006

26-039018

	BUDGET	REVISION #1 +/-	REVISED BUDGET
<b>REVENUES:</b>			
4501100 <b>138000000373</b> CCDF - Early Child Care	28,014,614	-	28,014,614
4501100 <b>138000000383</b> Fed Match CFDA 93.596	4,188,702	-	4,188,702
4501100 <b>138000000409</b> Fed Match CF CFDA 93.596	1,100,000	-	1,100,000
4501100 <b>138000000385</b> Foster Care CFDA 93.658	378,000	-	378,000
4501100 <b>138000000386</b> Other Foster CFDA 93.575	126,000	-	126,000
4501100 <b>138000000384</b> In Home CFDA 93.575	1,890,000	-	1,890,000
4501100 <b>138000000407</b> National Emergency Grant CF CFDA 17.260	290,000	-	290,000
4501100 <b>138000000370</b> CCDS - Operations CFDA 93.596	4,700,000	-	4,700,000
4501100 <b>138000000448</b> CCDS - Mid-Coast	-	97,500	97,500
4501100 <b>138000000388</b> Local Funded	1,200,000	-	1,200,000
<b>TOTAL REVENUES</b>	<b>41,887,316</b>	<b>97,500</b>	<b>41,984,816</b>

**EXPENDITURES:****138000000370 CCDS - Operations**

5101010 Reg Salaries & Wages	2,302,121	-	2,302,121
5101030 Higher Class. Salary	5,000	-	5,000
5101050 Language Skill Pay	12,000	-	12,000
5103005 FICA	181,453	-	181,453
5105010 TMRS	295,306	-	295,306
5405040 Flex Benefits	500,808	-	500,808
5103010 Life Insurance	3,558	-	3,558
5405020 Worker's Disability Comp.	19,750	-	19,750
5103035 Personal Leave Buy Back	37,000	-	37,000
5403010 Communications : Telephones	96,000	-	96,000
5403030 Rental of Pagers	1,425	-	1,425
5205010 Mail & Parcel Post	42,500	-	42,500
5206010 Rental of Facilities	288,894	-	288,894
5205020 Rental of Equipment	16,250	-	16,250
5208020 Inter-Fund Rent of City Motor Pool	7,600	-	7,600
5207010 Travel - Official	2,250	-	2,250
5203090 Car Expense Allowance	6,900	-	6,900
5201025 Education	6,900	-	6,900
5204080 Maint & Rep. Mach & Equip	2,250	-	2,250
5204050 Maint & Rep Bldgs and Improvements	500	-	500
5201040 Fees to Prof. Contractors	24,800	-	24,800
5203040 Advertising & Publications	5,250	-	5,250
5203050 Membership Dues & Lic.	700	-	700
5203060 Binding Printing & Repro.	10,000	-	10,000
5203070 Subscriptions to Publications	150	-	150
5202025 Other Contractual Services	300	-	300
5302010 Office Supplies	21,545	-	21,545
5304010 Food	150	-	150
5304050 Tools, Apparatus & Accessories	150	-	150
5301030 Maint & Rep. Material - Mach & Equip	350	-	350
5304075 Computer Software	34,000	-	34,000
5304080 Other Commodities	200	-	200
5405030 Liab. , Hazard & Fidelity	30,000	-	30,000
5501065 Furniture & Fixtures	4,750	-	4,750
5501000 Computer Equipment	-	-	-
<b>Total 138000000370</b>	<b>3,960,810</b>	<b>-</b>	<b>3,960,810</b>

**2006 CHILD CARE DELIVERY SYSTEM PROGRAM**

October 1, 2005 - September 30, 2006

26-039018

	BUDGET	REVISION #1 +/-	REVISED BUDGET
<b>138000000371 CCDS - AADC</b>			
5202020 Contractual Services	709,012	-	709,012
<b>Total 138000000371</b>	<b>709,012</b>	<b>-</b>	<b>709,012</b>
<b>138000000372 CCDS - Administration</b>			
5101010 Reg Salaries & Wages	236,947	-	236,947
5103005 FICA	19,975	-	19,975
5105010 TMRS	28,053	-	28,053
5405040 Flex Benefits	24,417	-	24,417
5103010 Life Insurance	1,000	-	1,000
5405020 Workers Comp	1,850	-	1,850
5103035 Personal Leave Buy Back Pay	5,000	-	5,000
5206010 Rental of Facilities	5,000	-	5,000
5208020 Rent of City Motor Pool	300	-	300
5207010 Travel - Official	6,000	-	6,000
5201025 Education	1,500	-	1,500
5203090 Car Expense Allowance	3,500	-	3,500
5201040 Fees to Professional Contractors	2,700	-	2,700
5202010 Temporary Services	3,500	-	3,500
5203070 Subscriptions to Publications	300	-	300
5202025 Other Contractual Services	386	-	386
5304075 Computer Software	1,400	-	1,400
5304080 Other Commodities	850	-	850
5501000 Computer Equipment	3,750	-	3,750
<b>Total 138000000372</b>	<b>346,428</b>	<b>-</b>	<b>346,428</b>
<b>138000000409 CCDS - Federal Match Carry Forward</b>			
5202025 Fees to Other Contractors	990,000	-	990,000
<b>Total 138000000409</b>	<b>990,000</b>	<b>-</b>	<b>990,000</b>
<b>138000000383 CCDS - Federal Match</b>			
5202025 Fees to Other Contractors	4,132,702	-	4,132,702
<b>Total 138000000383</b>	<b>4,132,702</b>	<b>-</b>	<b>4,132,702</b>
<b>5202025 138000000448 Mid-Coast</b>			
Fees to Other Contractors	-	97,500	97,500
<b>Total 138000000448</b>	<b>-</b>	<b>97,500</b>	<b>97,500</b>
<b>138000000407 NEG Carry Forward</b>			
5202025 Fees to Other Contractors	253,750	-	253,750
<b>Total 138000000407</b>	<b>253,750</b>	<b>-</b>	<b>253,750</b>
<b>138000000384 CCDS - In Home</b>			
5202025 Fees to Other Contractors	1,800,000	-	1,800,000
<b>Total 138000000384</b>	<b>1,800,000</b>	<b>-</b>	<b>1,800,000</b>
<b>138000000385 CCDS - Foster Care</b>			
5202025 Fees to Other Contractors	360,000	-	360,000
<b>Total 138000000385</b>	<b>360,000</b>	<b>-</b>	<b>360,000</b>
<b>138000000386 CCDS - Other Foster</b>			
5202025 Fees to Other Contractors	120,000	-	120,000
<b>Total 138000000386</b>	<b>120,000</b>	<b>-</b>	<b>120,000</b>
<b>138000000374 CCDS - Income Eligible</b>			
5202025 Fees to Other Contractors	-	-	-
<b>Total 138000000374</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>138000000375 CCDS - Transitional</b>			
5202025 Fees to Other Contractors	-	-	-
<b>Total 138000000375</b>	<b>-</b>	<b>-</b>	<b>-</b>



**2006 CHILD CARE DELIVERY SYSTEM PROGRAM**

October 1, 2005 - September 30, 2006

26-039018

**138000000376 CCDS - Choices**  
5202025 Fees to Other Contractors  
**Total 138000000376**

BUDGET	REVISION #1 +/-	REVISED BUDGET
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-	-	-
-	-	-

**2006 CHILD CARE DELIVERY SYSTEM PROGRAM**

October 1, 2005 - September 30, 2006

26-039018

	BUDGET	REVISION #1 +/-	REVISED BUDGET
<b>138000000380 CCDS - Workforce Applicant</b>			
5202025 Fees to Other Contractors	-	-	-
<b>Total 138000000380</b>	-	-	-
<b>138000000382 CCDS - Food Stamp E&amp;T</b>			
5202025 Fees to Other Contractors	-	-	-
<b>Total 138000000382</b>	-	-	-
<b>138000000373 CCDS - DC Clearing Account</b>			
5202025 Fees to Other Contractors	28,014,614	-	28,014,614
<b>Total 138000000373</b>	<b>28,014,614</b>	-	<b>28,014,614</b>
<b>138000000388- Local Funded</b>			
5407030 Avance - Kindergarten Readiness	114,600	-	114,600
5407030 Family Service Association - Quality Activities	22,666	-	22,666
5407030 Family Service Association - Early On	141,328	-	141,328
5407030 KLRN - Early On	286,108	-	286,108
5407030 NISD - Even Start - Kindergarten Readiness	116,400	-	116,400
5407030 Positive Beginnings - Kindergarten Readiness	56,400	-	56,400
5407030 UTSA - School Readiness Project	79,391	-	79,391
5407030 YWCA of SA - Kindergarten Readiness	80,785	-	80,785
5201040 GF Match - Local Initiatives	302,322	-	302,322
<b>Total 138000000388</b>	<b>1,200,000</b>	-	<b>1,200,000</b>
<b>TOTAL EXPENSES</b>	<b>41,887,316</b>	<b>97,500</b>	<b>41,984,816</b>

# CHILD CARE DELIVERY SYSTEM PROGRAM

Attachment III

October 1, 2005 - September 30, 2006

## PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS	CURRENT No. OF POSITIONS	ADD/DELETE	REVISED No. OF POSITIONS
<b>138000000270 CERTIFICATE/OPERATIONS</b>				
SOCIAL SERVICES MANAGER	0906	1	0	1
FISCAL OPERATIONS MANAGER	0850	1	-1	0
CONTRACT SERVICES MANAGER	0156	1	-1	0
GRANTS MANAGEMENT OFFICER	0844	1	0	1
SPECIAL PROJECTS OFFICER	0865	2	-1	1
CHILD CARE SERVICES COORDINATOR	0928	2	0	2
CHILD CARE SERVICES SUPERVISOR	0991	7	0	7
CONTRACT SPECIALIST	0929	4	-3	1
CHILD CARE RESOURCES SPECIALIST	0990	48	-8	40
DATA CLERK SUPERVISOR	0825	1	-1	0
RECORDS SUPERVISOR	0007	1	0	1
SENIOR RECORDS TECHNICIAN	0849	1	-1	0
RECORDS TECHNICIAN	0848	5	-3	2
TRAINING OFFICER	0092	1	0	1
STOCK CLERK	0021	2	0	2
OFFICE ASSISTANT	0010	8	0	8
CUSTOMER SERVICE REPRESENTATIVE	0909	3	0	3
SENIOR CHILD CARE PROVIDER SPECIALIST	0969	4	-2	2
CHILD CARE PROVIDER SPECIALIST	0986	8	-3	5
SENIOR OFFICE ASSISTANT	0009	7	-1	6
CASE AIDE	0985	6	0	6
SENIOR ACCOUNTING CLERK	0868	1	-1	0
FISCAL OFFICER	0892	1	1	2
MANAGEMENT ANALYST	0046	3	-1	2
ACCOUNTANT II	0874	5	-2	3
ADMINISTRATIVE ASSISTANT I	0040	2	0	2
SECRETARY I	0017	5	-3	2
ADMINISTRATIVE SECRETARY	0038	2	-2	0
ADMINISTRATIVE AIDE	0067	2	0	2
PROGRAM COORDINATOR - PART TIME	0915	2	-1	1
SENIOR MANAGEMENT ANALYST	0999	2	-1	1
CHILD DEVELOPMENT SPECIALIST	0993	2	0	2
SOFTWARE SPECIALIST	0832	1	0	1
SPECIAL PROJECTS COORDINATOR	0870	1	0	1
SENIOR PROJECT MANAGEMENT SPECIALIST	0912	1	-1	0
DEPARTMENT SYSTEMS SPECIALIST	0896	1	0	1
<b>138000000270 CERTIFICATE/OPERATIONS</b>		<b>145</b>	<b>-36</b>	<b>109</b>
<b>138000000271 INDIRECT</b>				
FISCAL PLANNING MANAGER	0826	1	0	1
FISCAL OPERATIONS MANAGER	0850	1	0	1
GRANTS MANAGEMENT OFFICER	0844	1	0	1
CONTRACT SERVICES MANAGER	0156	1	0	1
SENIOR MANAGEMENT ANALYST	0999	2	0	2
SPECIAL PROJECTS COORDINATOR	0870	2	0	2
MANAGEMENT ANALYST	0046	2	0	2
SPECIAL PROJECTS OFFICER	0865	4	0	4
FINANCIAL ACCOUNTANT	0927	1	0	1
DEPARTMENT SYSTEMS SPECIALIST	0896	1	0	1
ADMINISTRATIVE SECRETARY	0038	1	0	1
ADMINISTRATIVE ASSISTANT I	0040	4	0	4
SECRETARY II	0014	1	0	1
SENIOR ADMINISTRATIVE ASSISTANT	0042	2	0	2
SOFTWARE SPECIALIST	0832	1	0	1
BUILDING CUSTODIAN	7560	1	0	1
TELECOMMUNICATIONS TECH	0695	1	0	1
SPECIAL PROJECTS COORDINATOR - PART TIME	0870	2	0	2
SPECIAL PROJECTS OFFICER - PART TIME	0865	2	0	2
PROGRAM COORDINATOR - PART TIME	0915	2	0	2
SENIOR ACCOUNTING CLERK	0868	1	0	1
CONTRACT COORDINATOR	0156	1	0	1
DEPARTMENT SYSTEMS SUPERVISOR	0889	1	0	1
<b>138000000271 INDIRECT</b>		<b>36</b>	<b>0</b>	<b>36</b>
<b>TOTAL POSITIONS FOR CCDS PROGRAM</b>		<b>181</b>	<b>-36</b>	<b>145</b>