

**AMENDMENT #2  
TO CONTRACT BETWEEN  
COUNTY OF VENTURA  
AND  
VENTURA COUNTY OFFICE OF EDUCATION  
FOSTER YOUTH TRANSPORTATION**

The County of Ventura (County) and Ventura County Office of Education (Contractor), hereby agree that the Contract previously entered into by the parties, also identified as County of Ventura Contract No. C102425, amended effective January 1, 2025, is further amended effective July 1, 2025, as follows:

1. Section 1. SERVICES TO BE PERFORMED BY CONTRACTOR. The first sentence is deleted and replaced with the following: "Contractor shall perform the services and tasks described in Exhibits A and A1 hereto and all services and tasks reasonably necessary for the completion of the same (the "Work")."
2. Section 2. PAYMENTS. The first sentence is deleted and replaced with the following: "In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibits B1 and B2 (Budget)."
3. Section 5. TERM. The first sentence is deleted and replaced with the following: "This Contract will be in effect from July 1, 2024, through June 30, 2026, subject to all the terms and conditions set forth herein."
4. Exhibit A1-Scope of Work (for Fiscal Year 2025-26), attached hereto and incorporated by reference, is added to this Contract.
5. Exhibit B2-Budget (for Fiscal Year 2025-26), attached hereto and incorporated by reference, is added to this Contract.
6. All other terms and conditions of the Contract remain the same.

COUNTY OF VENTURA

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Authorized Signature

Melissa Livingston  
\_\_\_\_\_  
Printed Name

Director, Human Services Agency  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

Lisa Cline  
\_\_\_\_\_  
Printed Name

Executive Director, Business Services  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Exhibit A1: SCOPE OF WORK**  
**VENTURA COUNTY OFFICE OF EDUCATION**  
**FOSTER YOUTH TRANSPORTATION**  
**FY 2025-2026**

**I. PROGRAM OBJECTIVE**

The purpose of this contract is to arrange and provide transportation for foster youth in accordance with Every Student Succeeds Act (ESSA), which was enacted in 2015 (Public Law 114-95—December 10, 2015). According to ACL 17-24, the child welfare agency and local school districts (LEAs) shall work together to ensure the provisions of ESSA related to transportation of children in foster care to the school of origin are upheld, unless there is a determination that it is not in the youth's best interest to remain in the school of origin. The Ventura County Office of Education has established MOUs with all local school districts in Ventura County and will coordinate transportation to school of origin for eligible foster youth while being reimbursed by the child welfare agency and local districts.

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall provide documentation to the Children and Families Services (CFS) Administrative Specialist monthly and upon request. Documentation shall include detailed invoicing that clearly defines the amount billed to CFS versus the school districts involved, as well as the name and Date of Birth (DOB) of the youth being transported, addresses the youth is transported between, and the school of origin.
- B. Contractor shall have telephonic and/or email correspondence with the CFS Administrative Specialist regarding any concerns with youth transportation.
- C. Contractor will provide cost-effective transportation for a youth under CFS supervision when transportation is required. Contractor shall adhere to the following process:
  - 1. CFS will complete a Transportation Request Form and submit it to the contractor.
  - 2. Contractor will forward the Transportation Request Form to the Foster Youth Liaison in the district in which the school of origin is located for their review and approval. Contractor will work with the liaison to determine the least expensive means of transportation.
  - 3. Contractor and the liaison will review, if appropriate, options for district or public transportation (VISTA, Gold Coast, Metrolink, Amtrak, etc.) or other common carrier, or a combination thereof, if feasible.

4. If contractor and the Foster Youth Liaison determine that door-to-door transportation service is needed, contractor will submit the request for transportation to its door-to-door service provider within two business days. Contractor will communicate the schedule and start date to the social worker, caregiver, school liaison, and CFS liaison.
  5. Contractor shall notify referring social worker if assistance is needed contacting caregiver regarding transportation arrangements.
- D. Any request for alternative transportation pick-up or drop-off location (i.e., alternative locations to placement address or school of origin), will be considered on a case-by-case basis if the modification does not result in increased transportation cost.
  - E. Contractor shall notify the social worker should the youth referred not qualify for transportation services.
  - F. Contractor will assist in resolving any disputes among the school districts and CFS regarding responsibilities under ESSA. During any dispute, the youth will remain at the school of origin pending resolution of the dispute, as required by law.
  - G. Contractor will send monthly cancellation reports to the CFS Administrative Specialist and to the identified transportation support staff, when applicable. Contractor will collaborate with CFS in taking further action when cancellation/no show trends arise.”
  - H. Contractor will send quarterly reports to CFS Administrative Specialist of all students who received transportation during the quarter. This report will include the placement address and address of destination (school of origin).

### **III. COUNTY RESPONSIBILITIES**

- A. Make every effort to place the foster youth close to his or her neighborhood of origin when appropriate and in the best interest of the youth.
- B. COUNTY shall pay 50% of costs related to transporting foster youth to remain at their school of origin under ESSA guidelines when such placements are not appropriate or possible. COUNTY shall pursue Educational Travel Reimbursement (ETR) funding with the caregiver prior to making a referral to VCOE for transportation services.
- C. Notify contractor immediately by using contractor’s Transportation Request Form when COUNTY becomes aware of a foster youth who requires transportation services.
- D. Notify contractor immediately when a youth receiving transportation services no

longer qualifies for the services, such as when the case closes, legal guardianship is established, or the child is returned to the family under Family Maintenance.

- E. Collaborate with VCOE and school districts as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.

#### **IV. PERFORMANCE MEASURES**

- A. CONTRACTOR shall detail work performed and outcomes as indicated in Exhibit C and any obstacles to achieving the expected outcomes. Reports are due within 15 days after the end of each quarter. CONTRACTOR shall attach a detail report to Exhibit C that shall include the following:
  - 1. Number of out of home foster youth referred to CONTRACTOR with a request for transportation services.
  - 2. Number of foster youth who were approved for transportation.
  - 3. Number of approved transportation requests whose rides were arranged within 5 business days of the approval date by the districts.
  - 4. Number of foster youth referred using Public Transportation.
  - 5. Number of foster youth referred using door to door transportation.
  - 6. Justification/reason for foster youth why public transportation was determined unfeasible or not an option in file.

#### **V. COMPENSATION SCHEDULE**

- A. COUNTY and CONTRACTOR acknowledge and agree that this is a cost reimbursement contract. The total compensation amount of this contract shall not exceed \$390,000 for the service period of July 1, 2025, to June 30, 2026. CONTRACTOR shall be paid in arrears for all costs incurred and paid in support of this contract. CONTRACTOR shall submit an invoice monthly for all expenses incurred and paid for the previous month no later than the thirtieth calendar day of the subsequent month to Human Services Agency-Fiscal Division. If Contract invoices or other required documentation are not submitted within ninety (90) days of the activity occurring, CONTRACTOR will pay to COUNTY \$50 per day as liquidated damages beginning on the 91st day following the original due date.
- B. Subcontractor invoices for services shall be paid by the CONTRACTOR first with such amounts included in CONTRACTOR'S regular invoice to the COUNTY for reimbursement.

- C. In accordance with the approved budget, included herein as Exhibit B2, COUNTY shall reimburse to CONTRACTOR the approved costs within 30 days of the receipt of an approved invoice.
- D. The contractor must ensure that all costs are reasonable, allowable, and necessary, and shall maintain sufficient documentation to verify expenses. The contractor will be responsible for repayment of any disallowed costs.

## **VI. MONITORING**

- A. COUNTY may monitor and evaluate CONTRACTOR to ensure compliance with the terms of this Agreement. COUNTY shall notify CONTRACTOR of any deficiency as soon as practicable.
- B. CONTRACTOR's failure to resolve a deficiency within 90 days of COUNTY monitoring notice may be sufficient cause for COUNTY to withhold contract funds to the CONTRACTOR until such time as deficiency is cured to the satisfaction of the COUNTY.
- C. Monitoring reports may be used to evaluate requests for proposals for new contracts and for making program improvements should this contract be renewed.

## **VI. ADDITIONAL PROVISIONS**

- A. Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law. The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.
- B. In the event of short- or long-term conditions which impact Contractor's normal service delivery operations, such as a declared public health emergency or disaster, Contractor shall immediately notify County of the status and impact on operations, staffing and client populations. Contractor shall work with County to develop a strategy to be approved by County for alternative methods to deliver services and plan for timely return to normal service operations, while also adhering to federal, state and local safety and public health directives at all times.
- C. Cultivate staff and program capacity to serve clients in an accessible, culturally and linguistically considerate manner, and ensure equitable outcomes across the diverse client population.

- D. All digital and physical promotional materials for this program must include the County of Ventura's cobranded HSA and CFS logos along with a statement in both English and Spanish that the Program is funded by the County of Ventura, through its Human Services Agency - Children & Family Services. All materials must be approved by the CFS contract liaison prior to publication. County may approve a deviation from this requirement on a case by case basis. Logos can be obtained through the CFS contract liaison and must be used solely for the approved purpose.

Contract Budget		Exhibit B2	
1. CONTRACTOR NAME: Ventura County Office of Education (VCOE)			
2. PROGRAM ACTIVITY/PROJECT NAME: Foster Youth Transportation			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: July 1, 2025	TO: June 30, 2026	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024	
		AMENDMENT #: 2	
CONTRACT #: C102425		AMENDMENT EFFECTIVE DATE: 7/1/2025	

BUDGET SUMMARY			
I. DIRECT PROGRAM EXPENSES	BUDGET SUMMARY	LEVERAGED COSTS	LEVERAGE TYPE (In-Kind or Cash)
A. Staff Salaries	\$ -		
B. Staff Fringe Benefits	\$ -		
C. Program Operating Expenses	\$ -		
D. Contractual Services	\$ 390,000		
E. Client/Participant Direct Costs	\$ -		
F. Other	\$ -		
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	\$ 390,000	\$ -	
II. INDIRECT COSTS	\$ -	\$ -	
TOTAL NOT TO EXCEED CONTRACT AMOUNT	\$ 390,000	\$ -	

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	Monthly Salary	FTE(S)	# of Months	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
A. Subtotal Staff Salaries				\$ -

B. Staff Fringe Benefits	Rate (%)	Total
Payroll Taxes (Social security, Medicare, etc.)		\$ -
Health Benefits		\$ -
Retirement Contributions		\$ -
Worker's Comp Insurance		\$ -
Other (please describe):		\$ -
Other (please describe):		\$ -
B. Subtotal Staff Fringe Benefits		\$ -

C. Program Operating Expenses (Must be verifiable and cannot also be treated as an Indirect Cost.)	Use a percentage of program payroll amounts to determine Program Operating Expense amounts.	TOTAL
Staff Travel, Telephone/Utilities, Insurance Related to the Program, Office Supplies, Materials, Program Outreach, Other Program Costs		\$ -
Rental Costs (includes facility lease)		\$ -
Equipment*		\$ -
C. Subtotal Direct Program Operating Expenses		\$ -

(\*Note: Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. Please list all such items individually with the per-unit costs.)

Contract Budget		Exhibit B2	
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D. CONTRACTUAL SERVICES (List legal entity name for each)	Contract Description & Cost Details	Subaward (\$) or Vendor (V) follow 2 CFR §200.331	Total
Hop Skip Drive	Transportation to keep students in foster care in their		\$ 390,000
			\$ -
			\$ -
			\$ -
<b>D. Subtotal Contractual Services</b>			<b>\$ 390,000</b>

E. CLIENT/PARTICIPANT DIRECT COSTS		TOTAL
Family Stabilization Support Funds (CFS contracts only, when permitted)	Add Budget Justification & Calculation Details Below	
		\$ -
<b>E. Subtotal Client/Participant Direct Costs</b>		<b>\$ -</b>

F. OTHER (Please Describe)	Budget Justification & Calculation Details	
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>F. Subtotal Other</b>		<b>\$ -</b>

<b>DIRECT PROGRAM COSTS TOTAL</b>	<b>\$ 390,000</b>
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II. INDIRECT COSTS* (Use one of the options below.)				
	Rate (%)	Cost Base Rate Applied to (Amount)	Cost Base (Type)	Total
1. Federally Negotiated Indirect Cost Rate (Must attach your approved ICRA)		\$ 390,000	MTDC *	\$ -
2. De Minimis 15% MAXIMUM	0%	\$ 390,000	MTDC *	\$ -
3. Other Program Special Rate (May be referenced in RFP, provide details)				\$ -
<b>INDIRECT COSTS TOTAL</b>				<b>\$ -</b>

\*Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subaward.) MTDC excludes equipment, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. See 2 CFR §200.1

Please list the general items classified by your agency as Indirect Costs. Items cannot be charged as both Direct and Indirect Costs. See 2 CFR §200.412-§200.415.