MEETING DATE: July 17, 2012

Submiting Department(s): Human Resource Agency

Contact: Robyn Krause/prepared by Suzi Kochems
Phone: 934-1431

BRIEF SUBJECT/ISSUE DESCRIPTION:
Approval of the Memorandum of Understanding (MOU) between the Human Resource Agency/Social Services Division and the Office of Education/Child and Family Services for Stage One Child Care Services.

AGENDA PLACEMENT

APPOINTMENT – Appearances by: (Specify Name & Title)

ATTACHMENTS

☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution

LEGAL/PERSONNEL/FISCAL

☐ County Counsel
☐ Personnel
☐ Finance
☐ County Administrative Office

CLERK INSTRUCTIONS

☐ Return Minute Order to Pat Auser
☐ Return Certified Copy Of:

☐ Other:

Required Minutes

☐ Business – No ☑ Consent
☐ Correspondence ☑ Reports & Notices

AFFECTED DEPARTMENT(S)

☐ Receive Concurrence

PUBLIC HEARINGS & COMMITTEE VACANCIES

☐ State ☐ Federal

LEGISLATION

Public Hearings:
☐ Published
☐ Affidavit on File w/Clerk
☐ Affected Parties Notified

Committees:
☐ Vacancy Posted
☐ Application Attached

Bill:
☐ Latest Version of Bill
☐ Draft Letter Attached
☐ List of Supporters/Opposers
☐ Statement of Relevance to County Interests
☐ Description Attached

FUNDING SOURCE/IMPACT

☐ General Fund Impact
☐ Other: 
☐ Budgeted
☐ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

CONTRACTS, LEASES & AGREEMENTS

☐ New ☑ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report

Date of Original Contract: 09/11/98
Contract No.: 1268
Fiscal Year: 1998/99

RECOMMENDED ACTION/MOTION:

This request does not require the use of County General Funds.
1. Approve the Memorandum of Understanding (MOU) between the HRA/SSD and the GCOE/CaFS for Stage One Child Care Services for CalWORKs recipients.
2. Authorize the HRA Director, or designee, to execute the MOU.
3. Authorize the HRA Director, or designee, to modify or amend the MOU contingent upon the review and approval of County Counsel.

Reviewed By (if applicable):

Scott Gruendl, Director

Personnel Director

Department of Finance
COUNTY OF GLENN
BOARD REPORT

Submitted by the Human Resource Agency
(Department)

EXECUTIVE SUMMARY:

The purpose of the CalWORKs Child Care Program is to provide child care through a seamless system to all eligible CalWORKs families utilizing a State constructed three-stage system. Stage One of this three stage system provides CalWORKs program participants with subsidized child care so that they can immediately engage in employment opportunities or required Welfare to Work activities, therefore enabling them to begin the path towards self-sufficiency.

RECOMMENDATION(S):

1. Approve the Memorandum of Understanding (MOU) between the HRA/SSD and GCOE/CaFS for Stage One Child Care Services for CalWORKs recipients.
2. Authorize the HRA Director, or designee, to execute the MOU.
3. Authorize the HRA Director, or designee, to modify or amend the MOU contingent upon the review and approval of County Counsel.

HISTORY AND BACKGROUND:

Over a decade ago the California State Legislature, in conjunction with federal Welfare Reform, initiated the Welfare to Work (WTW) Program, as part and parcel of the California Work Opportunity and Responsibility to Kids (CalWORKs) program. The program requires recipients to participate in WTW activities as a path towards self-sufficiency. Those individuals who are engaged in employment opportunities, as well as participating in the required WTW activities, must have access to child care in order to fulfill those WTW obligations. CalWORKs subsidized child care is divided into three stages: Stage One is funded by the California Department of Social Services and is administered through the Glenn County Human Resource Agency/Social Services Division. Stage Two and Three are funded separately through the California Department of Education and is administered by the Glenn County Office of Education.

The intent of the Legislature is that CalWORKs recipients are connected as soon as possible to local child care resources make stable child care arrangements, and continue to receive subsidized child care services to the extent required, as long as those services are needed and they meet the specified eligibility requirements. Stage One Childcare covers the time period from an eligible family’s entry into the CalWORKs Program until their work and/or mandated activities, and their child care, is stable - typically within six months.
FISCAL/PERSONNEL IMPACT(S):

This request does not require the use of County general funds.

The CalWORKs allocation provides the funding necessary to support Stage One Child Care Services for CalWORKs recipients.

ANALYSIS/DISCUSSION:

Funding is provided through an appropriation in the annual Budget Act to cover the estimated cost of providing Stage One child care for all individuals who are anticipated to need child care in order to participate in the welfare-to-work programs and to begin their path towards self-sufficiency.

Although the final CalWORKs allocation amount has not yet been released, due to changes in the CalWORKs program brought about by legislative action, the services provided under this contract must remain seamless; present CalWORKs participants continue to be required to seek gainful employment, as well as participate in their required work activities. In order to accomplish this, child care services are needed and required.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE GLENN COUNTY HUMAN RESOURCE AGENCY,
SOCIAL SERVICES DIVISION, AND
THE GLENN COUNTY OFFICE OF EDUCATION,
CHILD AND FAMILY SERVICES

The Glenn County Human Resource Agency, Social Services Division ("HRA"), and the Glenn County Office of Education, Child and Family Services ("CaFS"), agree to have CaFS provide Stage One Childcare Services to recipients of the CalWORKs program.

This MOU is effective from July 1, 2012 and shall remain in effect until June 30, 2013.

CaFS shall:

1.0 Provide orientation to CalWORKs recipients requiring child care payment assistance. Orientation shall include program requirements, time sheets, confidentiality, the availability of child care resource and referral services, and other program information as necessary.

2.0 Provide orientation to all providers of Stage One Child Care. Orientation shall include the requirements, time sheets, confidentiality, and other program information as necessary. If needed, the Trust Line process will be started.

3.0 Collect time sheets from providers monthly and calculate individual reimbursement for Stage One Child Care services provided. All timesheets shall be reviewed by CaFS for accuracy in the amount of hours of Child Care services authorized by the HRA. Should any anomalies be noted, CaFS shall contact the HRA's single point of contact, Colleen Ellis, at 530-934-1478 to discuss. After review and payment, CaFS shall scan and email timesheets to the single point of contact at the following address: cellis@hra.co.glenn.ca.us.

4.0 Collect data on CalWORKs participants and providers, and make it available to HRA when requested, including submittal of a Year-End Report.

5.0 Collect data and complete required State of California reporting forms, which include the CW115. The CW115 shall be completed and delivered to the HRA electronically to administrativeserviceofficers@hra.co.glenn.ca.us. No later than the 15th of each month.

6.0 Comply with Stage One regulations as set forth in All County Letters (ACL)
A MOU between the Glenn County HRA and Child and Family Services

distributed and enforced by the California Department of Social Services.

7.0 Make services available to CalWORKs clients when the HRA is open for business. This may be in person or by telephone. When the CaFS has personnel on site, the HRA shall provide an appropriate workspace to CaFS personnel.

8.0 Move child care recipients out of Stage One and into Stage Two or Three when requested by the HRA. Provide written justification to the HRA when such request(s) are denied or delayed.

9.0 Develop and implement processes to increase the availability and supply of child care as needed to meet the growing demand for child care through recruitment activities and quality improvement activities. Recruitment activities must target geographic areas where high concentrations of CalWORKs recipients reside, work or require transportation to work or work related activities. Quality improvement activities should focus on teaching basic child care health and safety. First aid and CPR training must be provided (except for exempt providers) to each participant in addition to information on other issues related to child safety, including shaken baby and sudden death syndromes.

10.0 Maintain and keep complete and accurate records for the services performed pursuant to this MOU and make such records available to HRA on a regular basis. CaFS agrees to assure the confidentiality of records which are required by law to be so maintained.

11.0 Expend 85% of the Stage One funds directly to program, and up to 15% may be used for administrative expenses if approved, in advance, by HRA. Stage One funds may be used for Stage Two and Three placements when Stage funds are depleted or no placements are available and the client receiving the placement is enrolled in CalWORKs.

12.0 Not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, disability, marital status, political affiliation, sex, age, or sexual orientation of any person. CaFS shall comply with Executive order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation
A MOU between the Glenn County HRA and Child and Family Services

(41 CAR Part 60). CaFS agrees to comply with the requirements as listed in the Assurance of Compliance form Attachment "A".

13.0 Invoice the HRA monthly for actual payments to childcare providers plus an additional 15% for administrative expenses.

14.0 Provide information regarding rate of payment and the name, address and telephone number of the child care provider.

HRA shall:

1.0 Compensate CaFS for actual payments to childcare providers plus an additional 15% for administrative expenses, upon receipt of written invoice.

2.0 Provide timely written notification to CaFS regarding changes to approved child care hours and Stage transfer(s).

3.0 Review and reconcile all CaFS timesheets. If a discrepancy is noted, HRA shall notify CaFS to determine the nature of the discrepancy and, if appropriate, notify both CaFS and the HRA’s Fraud Unit for appropriate action.

It is further agreed that:

1.0 The maximum amount of this MOU shall not exceed $275,000.00 during the period of July 1, 2012 through June 30, 2013. All funding under this MOU is subject to the availability of State and Federal funds and may be modified upon written notice that funding is being materially decreased by the California Department of Social Services.

2.0 Both HRA and CaFS shall work cooperatively with the HRA Fraud Unit in its efforts to collect, investigate and otherwise refer for legal prosecution, any fraud referral case.

3.0 Both HRA and CaFS shall provide an orientation to Stage 1 Child Care recipients regarding fraudulent usage of such services and the existence of the HRA Fraud Unit which has the authority to investigate and refer for legal prosecution those found to have fraudulently utilized child care services.

4.0 The HRA and CaFS will comply and require their officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and the California Department of Social Services Manual of Policy and Procedures,
A MOU between the Glenn County HRA and Child and Family Services

Division 19 Regulations, to assure the confidentiality of applicant/participant records.

5.0 Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first-class mail to the following addresses:

If to CaFS:  Department of Child & Family Services
            Mary Viegas, Director
            P.O. Box 696
            Orland, CA 95963
            (530) 865-1145, ext. 2201

If to HRA:  Department of Social Services
            Scott Gruendl, Director
            P.O. Box 611
            Willows, CA 95988
            (530) 934-6514

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth below.

GLEN COUNTY OFFICE OF EDUCATION CHILD & FAMILY SERVICES:

_________________________________________    ______________________________
Mary Viegas, Director                                    Date

GLEN COUNTY HUMAN RESOURCE AGENCY:

_________________________________________    ______________________________
Scott Gruendl, Director                                    Date

APPROVED AS TO FORM:

[Signature]

HUSTON T. CARLYLE, JR., County Counsel
County of Glenn, California

☑ Approved by Fiscal Manager  ☑ Approved by Program Manager

MOU_GCOE_Stage 1_SSD_13