Subject: Contract with Valley Oak Children’s Services (VOCS) for CalWORKs Stage One Child Care Management

Department: Employment and Social Services

Meeting Date Requested: May 21, 2019

Contact: Ken MacKell  Phone: 530.879.3444

Regular Agenda  Consent Agenda  

Fiscal Impact:
Funding for this contract is provided through the State's CalWORKs Single Allocation. There is no impact to the General Fund.

Personnel Impact:
Does not apply.

Action Requested:
Approve contract and authorize the Chair to sign.

Administrative Office Review: Sang Kim, Deputy Chief Administrative Officer

Revised: April, 2019
VALLEY OAK CHILDREN'S SERVICES
CALWORKS STAGE ONE CHILD CARE MANAGEMENT SERVICES

This Contract, will begin as stated in the variable information table below, or as of the last date executed by the County of Butte, is between the County of Butte, acting through the Butte County Department of Employment and Social Services, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the Contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR"; for the purpose of providing one or more services.

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Agreement (Complete Dates in Just One of the Following Three Rows)</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ On Following Date 07/01/2019</td>
<td>☑ On Following Date 06/30/2022</td>
<td></td>
</tr>
<tr>
<td>☐ Upon Date Notice to Proceed Received ☐ Calendar Days Following Receipt of Notice to Proceed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Upon Last Date Executed by County ☐ Calendar Days Following Execution of Agreement by County</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Department</th>
<th>DESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms</td>
<td>Net 30</td>
</tr>
<tr>
<td>Basis of Price</td>
<td>(Do Not ☑ More Than One of the Following Four Blocks)</td>
</tr>
<tr>
<td>Price</td>
<td>☑ Fixed Price ☐ Annual Price ☐ Monthly Price ☐ Hourly Rate</td>
</tr>
<tr>
<td>Not-to-Exceed Price</td>
<td>$5,250,000 ☑ if Reasonable Expenses are authorized in addition to Hourly Rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Contact Information</th>
<th>County Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Valley Oak Children's Services</td>
<td>Susan Shipplehoute</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Address</td>
</tr>
<tr>
<td>Karen Marlatt, Executive Director</td>
<td>P.O. Box 1649</td>
</tr>
<tr>
<td>Address</td>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>3120 Cohasset Rd., Suite 6</td>
<td>Oroville, CA 95965</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Telephone</td>
</tr>
<tr>
<td>Chico, CA 95973</td>
<td>(530) 538-6165</td>
</tr>
<tr>
<td>Telephone</td>
<td>Email</td>
</tr>
<tr>
<td>(530) 899-4914</td>
<td><a href="mailto:sshipplehoute@buttecounty.net">sshipplehoute@buttecounty.net</a></td>
</tr>
<tr>
<td>Facsimile or Email</td>
<td>Facsimile</td>
</tr>
<tr>
<td><a href="mailto:kmarlatt@valleyoakchildren.org">kmarlatt@valleyoakchildren.org</a></td>
<td>(530) 879-3468</td>
</tr>
</tbody>
</table>

WHEREAS, pursuant to Government Code Sections 31000, County may retain independent contractors to perform special services for the County; and

WHEREAS, it is necessary and desirable that County contract for the purpose of procuring such services as set forth in "Attachment IV", Description of Services, attached and by this reference incorporated herein.

NOW THEREFORE BE IT AGREED between the parties that this Agreement is subject to the provisions contained in the following attachments, which are made a part of this Agreement. Should there be any conflicts between the terms contained in the Agreement and/or the attachments that are incorporated herein, precedence shall first be given to the provisions of this Agreement followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Other County Contracts
Attachment III – Standard Insurance Requirements and Request to Change Contract Insurance Requirements (as applicable)
Attachment IV – Description of Services
Attachment V – Method and Rate of Payment
Attachment VI – Assurance of Compliance

By signature below, the department head or designee certifies that no unauthorized alterations have been made to the contract language and attachments that follow.

CONTRACTOR
Karen Marlatt, CEO
Valley Oak Children's Services

EMPLOYMENT & SOCIAL SERVICES
Shelby Boston, Director
Department of Employment and Social Services

COUNTY
Steve Lambert, Chair
Butte County Board of Supervisors

REVIEWED AS TO FORM
Bruce S. Alpert
Butte County Counsel
ATTACHMENT I

TERMS AND CONDITIONS

NOW, THEREFORE, it is agreed between the County and the Contractor as follows:

A. Services:

   Contractor shall perform all services as stipulated in “Attachment IV”, Description of Services, attached hereto and by this reference incorporated herein.

B. Payments:

1. Availability of funds:

   Payments for all services provided pursuant to this Agreement, are contingent upon the availability of County, State, and matching Federal funds.

   Upon notification that funds are no longer available for this Agreement, the County may elect to terminate this Agreement upon notification to the Contractor. In such occurrence, the County is not obligated to provide alternate sources of funding to continue this Agreement. The County will reimburse approved services provided by the Contractor prior to notification, after notification and unless authorized by the County no additional services may be provided or will be reimbursed.

2. Method and Rate of Payment:

   In full consideration of services provided by Contractor pursuant to this Agreement, the County shall make payments to Contractor, not to exceed the amount identified in the variable information table, and in the manner and rate specified in “Attachment V”, Method and Rate of Payment, attached hereto and by this reference incorporated herein.

3. Responsibility for Audit Exceptions:

   It being understood by the parties hereto that the County’s funding source herein is both a County and State appropriation, and it being further understood that Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with an audit exceptions by appropriate State or County audit agencies occurring during the performance of this Agreement. Contractor also agrees to pay to County the full amount of County’s liability to the State Government resulting from said audit exceptions that result from a breach of this Agreement.

C. General Provisions:

1. Right of Termination:

   Upon thirty (30) days written notice to the other party, either party may terminate this Agreement.

2. Right to Monitor and Audit:

   County, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. County, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes. County will notify Contractor within five (5) days of any potential Federal and/or State exception(s) discovered during such examination. Where such findings indicate that program requirements are not met, and Federal participation in this program may be imperiled, such written notification will constitute County’s intent to terminate this Agreement in the event that corrections are not accomplished by Contractor within thirty (30) days.
3. **Availability and Retention of Records:**

Contractor shall maintain and preserve all records related to this Agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for a period of three (3) years from the effective date of this Agreement, or until all State audits are complete, whichever is later. Upon request, Contractor shall make available copies of these records to County, State or Federal Governments’ personnel, including the State Auditor General.

4. **Confidentiality:**

Contractor agrees to require his/her employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the CDSS Manual of Policies and Procedures to assure that:

a. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services.

b. No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.

c. No person will publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. Contractor agrees to inform all employees, agents and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

d. Contractor agrees to provide written notice to County Program Liaison within 30 days of Contractor suspecting or having full knowledge of a breach in client confidentiality.

5. **Liaison Personnel:**

The parties to this Agreement agree that, unless otherwise indicated in writing have primary responsibility for liaison and coordination of activities required to carry out this Agreement are identified in the variable information table on page one of this Agreement.

6. **Addresses:**

All correspondence, notices, claims, etc., will be addressed to the identified addresses in the variable information table on page one of the Agreement. Any other contact information shall be provided below:

<table>
<thead>
<tr>
<th>Contractor - Additional Contact</th>
<th>County - Additional Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Amanda Sherman</td>
</tr>
<tr>
<td>Address</td>
<td>3120 Cohasset Rd., Suite 6</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Chico, CA 95973</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 499-4950</td>
</tr>
<tr>
<td>Facsimile</td>
<td>(530) 892-0388</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:asherman@valleyoakchildren.org">asherman@valleyoakchildren.org</a></td>
</tr>
</tbody>
</table>

7. **Hold Harmless:**

The Contractor shall indemnify and hold harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement of Contractor, its officers, agents, employees and/or servants.
The duty of the Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Contractor to indemnify the County, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8. **Insurance:**

Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in “Attachment III”, Insurance Requirements for Standard Services, which is attached here to and by this reference incorporated herein.

9. **Non-Discrimination:**

The Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person. The Contractor will comply with Executive order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CAR Part 60). The Contractor agrees to comply with the requirements as listed in the Assurance of Compliance form “Attachment VI”, Assurance of Compliance, which is attached here to and by this reference incorporated herein.

10. **Independence of Contractor Personnel Action:**

The Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County of Butte.

11. **Licensing or Accreditation:**

Where applicable, the Contractor shall maintain the appropriate license or accreditation through the life of this Agreement.

12. **Consideration on Termination:**

The County may terminate this Agreement and is relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be retained by the County.

13. **Program Evaluation and Quality Control:**

a. Contractor shall conduct regular reviews of the quality and utilization of services provided pursuant to this Agreement. Such reviews shall be conducted and documented for each recipient of service at regular intervals during the course of service.

b. Contractor shall submit activity reports to County concurrent with the billing cycle as outlined in “Attachment V” or as specified in the Description of Services agreed upon in “Attachment V”. Written report(s) shall provide a detailed description of the activities pursuant to this Agreement. Contractor shall include in said report numbers of persons served and numbers of hours of service provided.

14. **Assignability of Agreement:**

Without the written consent of the County, this Agreement is not assignable by Contractor either in whole or in part.
15. **Access to Information and Data:**

Without infringing upon the rights of the client/Contractor's confidentiality, the County will have access to any file or record kept by the Contractor on any client receiving services within the scope of this Agreement for purposes of data-gathering and analyzing the service given and the overall service results. In addition, in the event the Contractor loses its corporate standing or should decide to discontinue its program, copies of all files and records maintained pursuant to this Agreement will become the property of the County.

16. **Subcontract:**

Without the written consent of the County, this Agreement may not be subcontracted within whole or in part. Any subcontract entered by the Contractor shall be subject to the applicable requirements of Division 10 of the State Department of Social Services' Manual of Policies and Procedures, and this Agreement. Contractor shall be responsible for performance of any subcontractor.

17. **Alterations of Agreement:**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. All modifications are subject to prior approval of the County.

18. **Time:**

Time is the essence of this agreement.

19. **Law Governing Agreement:**

This Agreement shall be governed and construed in accordance with all of the laws of the State of California, in addition to any cited herein. Any action regarding the terms of this Agreement or the breach thereof shall be brought and tried in the County of Butte.

20. **Affirmative Action:**

Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Fair Employment Practices Act and any other Federal or State laws pertaining to equal employment opportunity, and that it shall not discriminate against any employee or applicant on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person in matters pertaining to recruitment, hiring, upgrading, transfer, compensation or termination.

21. The County will take such action with respect to Contractor as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the County becomes involved in, or is threatened with, litigation with the Contractor as a result of such direction by the State, the County may request in writing to the State who, in turn, may request the United States to enter into such litigation to protect the interests of the State and the United States.

22. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by:

a. signing the Assurance of Compliance, attached and incorporated herein as "Attachment VI", or

b. developing a plan for compliance to be submitted to the Section 504 Coordinator, Butte County Department of Employment and Social Services, as soon as possible, but not later than by the end of the Fiscal Year covered by this Agreement.
23. Contractor shall develop, and make known to recipients the procedure for presenting grievances or complaints regarding services. This shall include informing recipients of their rights to a State Hearing.

24. **Conflict of Interest:**

   a. Contractor and Contractor’s employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

   b. This provision does not run exclusively to County; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, Contractor shall immediately advise County so that the potential conflict can be eliminated or avoided.

   c. This Agreement is entered into by County upon the express representation that Contractor has no other contracts in effect with County except as described on “Attachment II”, Other County Contracts, which is attached here to and by this reference incorporated herein.

   d. Contractor understands and will adhere to the County’s policy that no contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from employment, without notifying the Chief Administrative Officer in writing.

25. **Debarment and Suspension Requirements:**

   For federally funded agreements of any amount, the Contractor certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs and activities. Contractors may check the federal General Services Administration Excluded Parties List System, found at [http://www.sam.gov](http://www.sam.gov), which has the most current information about persons who have been excluded or disqualified for participation in federal programs.
ATTACHMENT II

OTHER COUNTY CONTRACTS

List all current contracts that you have with Butte County Departments.

X22201 DESS. Expires 06/30/2019 – CalWORKs Stage One Child Care Management Services
X23009 DESS. Expires 06/30/2019 – Emergency Child Care Bridge Program
X23061 BEHAVIORAL HEALTH. Expires 06/30/2019 – Mental Health Services
X21974 CHILDREN & FAMILIES COMMISSION. Expires 06/30/2020 – Butte Parent Cafes
ATTACHMENT III

INSURANCE REQUIREMENTS FOR MOST SERVICES

*Not for Professional Services or Construction Contracts*

*Please provide a copy of Attachment III to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. **Before** the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. 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. **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.
   a. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   b. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage.

3. **Workers’ Compensation Insurance:** As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. **OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. **WAIVER OF SUBROGATION:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said 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.

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.

D. **SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. **VERIFICATION OF COVERAGE:** Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. **SPECIAL RISKS OR CIRCUMSTANCES:** County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements **before** beginning work under this contract.
ATTACHMENT IV

DESCRIPTION OF SERVICES

Contractor Responsibilities

I. CalWORKs Stage One Child Care Management Services

A. Contractor shall provide a Stage One Child Care Management Service for those Welfare-To-Work (WTW) participants referred to the Contractor by County for CalWORKs Stage One Child Care services.

B. Contractor shall work with referred WTW participants to assist them in accessing quality child care that meets the needs of both the referred parents and their children.

C. Contractor shall be provided workspace to co-locate staff in Butte Community Employment Centers in Chico and Oroville at no cost to contractor to ensure timely and effective communication with County staff and referred families.

D. Contractor shall maintain a current listing of child care facilities and maintain good working relationships with them.

E. Contractor shall receive child care referrals for WTW participants from County staff and contact referred participants in a timely manner.

F. Contractor shall enroll and orient participants to the Stage One Child Care Program and its requirements and assist them in completing required documentation to determine eligibility and initiate child care services.

G. Contractor shall assist participants in choosing child care that meets their needs and those of their children.

H. When participants choose license-exempt providers, Contractor shall assist the provider through the TrustLine process.

I. When Stage One Child Care participants are determined to be “stable” in their WTW program participation, Contractor shall transfer them to CalWORKs Stage Two Child Care services, if funding is available.

J. Contractor shall manage and monitor the payment of child care providers used by WTW participants.

K. Contractor shall provide monthly statistical information to County for both single and two-parent families. Supplied monthly data shall include:
   1. Number of Stage One families with child care payments made during the month;
   2. Number of Stage One children with child care payments made during the month;
   3. Number of Stage One children in license-exempt child care during the month;
   4. Number of Stage One children in licensed child care during the month;
   5. Stage One child care expenditures paid during the month;
   6. Number of Stage One children enrolled in Stage Two during the month.

II. Program Management and Staffing

A. Enrollment Staff:
   These positions initiate and conduct enrollment appointments. This is often the first face-to-face contact between Contractor and Stage One participants. Initial case management of Stage One child care begins with the Enrollment staff.
Enrollment staff shall:
1. Assist participants in completing data collection requirements and determines the child care need and eligibility of the participants.
2. Be well-versed in providing child care resource and referral information to participants.
3. Provide an orientation about choices for child care and other resources that may support the family in their path to self-sufficiency.
4. Be the primary contact with Butte DESS staff.
5. Establish a case file for each family and perform corresponding data entry.
6. Facilitate the seamless transfer of Stage One participants to Stage Two when they are determined to be stable.

B. Case Management Staff:
These positions interface with participants and their child care providers to establish child care.

Case Management staff shall:
1. Ensure that orientations for providers and parents occur to ensure they have a general understanding of rules and regulations as well as licensing and health and safety requirement.
2. Process child care certificates for payment, maintain data entry requirements and continuously monitor eligibility of each participant.

C. Quality Assurance:
These positions are responsible for reviewing each case file at least once per year. Files are reviewed for compliance with regulations at enrollment and at recertification.

Quality Assurance staff shall:
1. Determine if casework errors exist and develop a correction plan to bring the file into compliance. Errors are corrected by the case management or enrollment staff.
2. Review error reports monthly to develop staff training plans to reduce casework errors. Supervisors/Managers/Directors shall perform this task.

D. Reception/Data Entry
These positions enter all payment information into Contractor’s computer system after they have been processed by case management staff and compiles statistical data for the program. This is part of VOCS check and balance system to ensure that child care certificates are paid correctly, on time and to reduce fraud. Reception/Data Entry shall perform as follows:

1. Reception staff shall handle all incoming calls, walk-ins and contact from the general public to ensure that needs are met in a timely manner.
2. Data entry staff shall assist with the production of child care certificates and the receiving of completed certificates.
3. Data entry staff enters data needed to produce monthly reports required by County.

E. Supervisors & Program Managers/Director:

1. Program supervisors shall oversee the work of the enrollment and case management staff. They ensure compliance with all regulations and established policies and procedures.
2. Supervisors shall provide direct service to participants. When caseloads are high, supervisors may carry a small caseload. They cover the work of enrollment staff when those staff are out, have final need and eligibility approval on all enrollments and address any concerns participants or child care providers have regarding the program.
3. Supervisors shall ensure all staff are well trained in the application of regulations policies and procedures.
4. Supervisors shall act as liaisons between VOCS and Butte DESS and between clients and other VOCS programs.
5. Program Managers shall develop policies and procedures in accordance with established regulations and ensure the implementation of these standards.
6. Program Managers/Directors shall have final approval on child care certificates prior to payment to ensure proper payments are made.
7. These positions shall also assist with non-compliance processes that may result in a Notice of Action to participants.
8. Directors shall act as hearing officers for client appeals, investigate fraud allegations and handle community complaints regarding the program.
9. Program Managers/Directors are supervised by the Executive Director. These positions supervise staff, conduct staff trainings, collaborate with other agencies and groups, generate reports and conduct staff evaluations. They participate in budget development and monitor spending and generate required program reports.

F. Fiscal Management/Human Resources/Administration:

1. The fiscal position shall issue all payments for child care program, coordinates all aspects of Contractor fiscal services including: reporting the Contractor’s fiscal position, coordination of fiscal audits, budgeting, accounts receivable/payable, payroll and the implementation of the Contractor allocation plan in coordination with the Executive Director.
2. Program support and Contractor management, including human resources is provided by the Executive Director and the Executive Assistant.

III. Goals and Outcomes Summary

<table>
<thead>
<tr>
<th>Activities</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receive requests to initiate child care; contact participants; orient them to the process of receiving child care supportive services.</td>
<td>Child care requests are processed and enrolled in a timely manner; participants have an understanding for the role of VOCS and Butte DESS.</td>
</tr>
<tr>
<td>Participants are guided through the process of securing child care services and understand the limitations and requirements of subsidized child care; introduce them to services available.</td>
<td>Participants receive effective care management services; files are complete and in compliance with established regulations.</td>
</tr>
<tr>
<td>Assist participants in choosing child care including selecting a provider, basic health and safety factors and other information to facilitate informed decision making.</td>
<td>Participants locate child care in a setting that meets their needs and conforms to applicable licensure requirements or exempt child care arrangements.</td>
</tr>
<tr>
<td>Provide education and training to parents and license-exempt providers; work with parents and providers to expand their understanding of child development and their capacity to provide quality child care; provide live scan services at our office for license-exempt providers.</td>
<td>Children are cared for in an environment where the parent is comfortable leaving them in order to participate in CalWORKs activities.</td>
</tr>
<tr>
<td>Assist the parent and provider in understanding the process of accurately reporting hours of service and obtaining reimbursements in compliance with regulations established by federal and state entities.</td>
<td>Child care services are provided and reimbursements are made so there is little disruption to Stage One participant’s activities.</td>
</tr>
<tr>
<td></td>
<td>Payments are made in accordance with established regulations, case files are compliant with regulations and fraudulent activities are identified and reported.</td>
</tr>
</tbody>
</table>
Sixty-days prior to the end of the term of the Agreement a reassessment may be made and a new contract negotiated if there is a need to continue services. It is the Contractor’s responsibility to remain within the term and amount of the Agreement. If the term or the amount is exceeded, the Contractor may not be reimbursed.

Maximum amount to be paid for the above-described services are not to exceed the amount identified on the variable information table which matches per "Attachment III".

Implement policies and procedures to ensure case and file management as well as reimbursements to providers are in compliance with regulations.
ATTACHMENT V

METHOD AND RATE OF PAYMENT

Rate of Service shall be paid based on the line item budget listed below. The total contract maximum shall not exceed $5,250,000 ($1,750,000 for FY 2019/20: $1,750,000 for FY 2020/21; and $1,750,000 for FY 2021/22). This amount is also identified in the variable information table on page one of the contract.

<table>
<thead>
<tr>
<th>Stage One Child Care Budget</th>
<th>FY 2019/20</th>
<th>FY 2020/21</th>
<th>FY 2021/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Expenses</td>
<td>$258,078</td>
<td>$270,617</td>
<td>$283,352</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>$91,922</td>
<td>$79,383</td>
<td>$66,648</td>
</tr>
<tr>
<td>Projected Child Care Costs</td>
<td>$1,400,000</td>
<td>$1,400,000</td>
<td>$1,400,000</td>
</tr>
<tr>
<td>Annual Maximums</td>
<td>$1,750,000</td>
<td>$1,750,000</td>
<td>$1,750,000</td>
</tr>
</tbody>
</table>

The County shall make payments to the Contractor upon receipt of an approved Butte County Claim for Professional Services form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The name(s) of client served shall be attached or listed on the claim form, including dates of service and type of service provided.

In order for the Department to complete the billing for the fiscal year, Contractor shall submit an estimated claim form for the month of June by June 15th. Then by July 15th, the Contractor shall submit an adjusted claim to reflect the actual claim for services provided in June.

Completed claim forms shall be sent to the Project Manager at the address indicated on page one of this Contract in the variable information table.
ATTACHMENT VI

ASSURANCE OF COMPLIANCE

WITH

THE BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS

Valley Oak Children’s Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (l), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief or sexual orientation of any person be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

(Signature and Title of Authorized Official)     (Date)
The availability of quality child care is essential to the success of the California Work Opportunity and Responsibility to Kids (CalWORKs) program. Valley Oak Children’s Services (VOCS) assists CalWORKs families in accessing immediate, short-term child care while the parent works or performs their Welfare-to-Work activity. Stage One child care supports parents as they transition to stable, long-term child care necessary for the family to leave and remain off aid.

Stage One is administered by the local County Welfare Department (CWD) or a contracted service provider. Stage One child care is available as a supportive service when a family starts receiving CalWORKs cash aid. CalWORKs clients may be served in Stage One until the CWD determines that the family situation is stable, or if no funds are available in Stage Two. Former CalWORKs clients are also eligible to receive child care services in Stage One and/or Stage Two for a total of no more than 24 months after they leave cash aid.

While the Department of Employment and Social Services receives Stage One funding from the State of California, and VOCS receives Stage Two and Three funding directly from the State, VOCS administers all three stages of State funded child care in Butte County.

Butte County has placed an average of 257 children per month into the Stage One child care program, allowing parents to work towards self-sufficiency. Historical data indicated below.

<table>
<thead>
<tr>
<th>Child Care Provider Type</th>
<th>Average number of children served by provider type</th>
<th>Actual number of child care providers by type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
<td>2018</td>
</tr>
<tr>
<td>Licensed child care center</td>
<td>128</td>
<td>126</td>
</tr>
<tr>
<td>Licensed family child care homes</td>
<td>35</td>
<td>46</td>
</tr>
<tr>
<td>License exempt child care center</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>License exempt family child care homes</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>License exempt child care (includes family homes and child care centers)</td>
<td>90</td>
<td>93</td>
</tr>
<tr>
<td><strong>Total Average</strong></td>
<td>253</td>
<td>265</td>
</tr>
</tbody>
</table>